

SUBMIT BID RESPONSES TO:

**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4147; FAX: (352) 754-3497
Email: procurement@watermatters.org
Posted: March 23, 2018**

**REQUEST FOR BID (RFB) 1812
LOAD AND DELIVER SHELL FROM LAKE PANASOFFKEE SHELL SPOIL AREA**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for shell hauling services required to **Load and Deliver Shell from Lake Panasoffkee Shell Spoil Area**. These services are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will render the required services F.O.B. destination point at various sites throughout the District.

Pre-bid conference/site visit: None.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BIDS # 1812

LOAD AND DELIVER SHELL FROM LAKE PANASOFFKEE SHELL SPOIL AREA

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 Sealed Bids
- 1.11 Lump Sum Price Bid
- 1.12 Optional Alternative Bid Proposals
- 1.13 Rejection of Bid
- 1.14 Responsive/Responsible
- 1.15 References
- 1.16 Listing of Subcontractors
- 1.17 Bid Tabulation and Notice of Intent to Award
- 1.18 Bid Protests
- 1.19 Execution of Agreement
- 1.20 Law Compliance

PART II – GENERAL CONDITIONS

- 2.1 Definitions
- 2.2 Term
- 2.3 Taxes
- 2.4 Retainage
- 2.5 Owner Direct Purchases
- 2.6 Fuel Cost Adjustment
- 2.7 Manufacturer's Name and Approved Equivalents
- 2.8 Public Records Law
- 2.9 Public Entity Crimes
- 2.10 Purchases by Other Public Agencies
- 2.11 Discrimination
- 2.12 Employment of Florida Residents
- 2.13 Employment Eligibility Verification
- 2.14 Indemnification
- 2.15 Insurance
- 2.16 Bonding
- 2.17 Archaeological, Historical and Cultural Sites
- 2.18 Trench Safety Act
- 2.19 Value Engineering
- 2.20 Drawings and Specifications
- 2.21 Failure to Complete the Work on Time
- 2.22 Liquidated Damages
- 2.23 Contractor's Understanding
- 2.24 Materials, Appliances, Employees
- 2.25 Tools, Plants and Equipment

- 2.26 Materials and Equipment Schedules
- 2.27 Standards for Quality and Workmanship
- 2.28 Guarantee
- 2.29 Estimated Quantities
- 2.30 Permits and Regulations
- 2.31 Protection of Work and Property
- 2.32 Construction Access
- 2.33 Inspection of Work
- 2.34 Tests
- 2.35 Contractor Superintendence
- 2.36 Hours of Work
- 2.37 Progress Schedule And Schedule Of Values (Post-Award)
- 2.38 Jessica Lunsford Act

PART III - SCOPE AND SPECIFICATIONS

- 3.1 Scope
- 3.2 Truck Requirements
- 3.3 Road Conditions/Responsibility

PART IV – BID RESPONSE

- 4.1 Basis for Award of Agreement

ATTACHMENTS

- Attachment 1 – Bid Response Form
- Attachment 2 – References
- Attachment 3 – Purchase Order Terms and Conditions
- Attachment 4 – Addendum to Purchase Order
- Attachment 5 – Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 – Public Entity Crimes Statement

REFERENCE DOCUMENTS

- Exhibit 1 – Shell Haul Loading Locator Map
- Exhibit 2 – Cypress Creek
- Exhibit 3 – Green Swamp West & Green Swamp East
- Exhibit 4 – Green Swamp East
- Exhibit 5 – Green Swamp West
- Exhibit 6 – Halpata Tastanaki Preserve
- Exhibit 7 – Lake Panasoffkee
- Exhibit 8 – Potts Preserve
- Exhibit 9 – Starkey / Serenova

PART I - INTRODUCTION

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Persons/firms receiving solicitations from the District's Internet website are responsible to recheck the website for any changes or addenda.
- 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 or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; 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).
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions should be presented in writing to procurement@watermatters.org, the address as stated in Paragraph 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) working days prior to the bid opening. Inquiries must reference the date of bid opening, and bid title and number. Bidders are responsible to check the websites listed in Paragraph 1.1 for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** One (1) signed original and two (2) hardcopies, one (1) exact electronic Adobe™ portable document format file (.PDF) copy of all required response documents including the Bid Response Forms, and one (1) exact electronic Microsoft Excel™ format file (.xlsx) copy of Attachment 1 Bid Response Form must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Tuesday, April 24, 2018 at 2:00 p.m.** Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge.** Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter.
- 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 issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Persons/firms receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all bidders. No bidders will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute an agreement with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before an agreement has been executed. Bidders are responsible for all costs associated with the preparation of its bid.
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5 above if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.10 SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.
- 1.11 LUMP SUM PRICE BID.** The lump sum price bid must be written on the Bid Response Form and include the bid breakouts where indicated. The bid price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.
- 1.12 OPTIONAL ALTERNATIVE BID PROPOSALS.** N/A
- 1.13 REJECTION OF BID.** The District reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. Bids which are 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.** At the time of submitting a bid response, the District requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part

IV, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsive. 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 bid, to require a bidder and its subcontractors to submit such evidence of their 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 on the part of the bidder will in no way relieve 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 at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 2.

1.16 LISTING OF SUBCONTRACTORS. Upon the District's request, the Contractor must provide a list of all proposed subcontractors.

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

1.17 BID TABULATION AND NOTICE OF INTENT TO AWARD. Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. The names of bidders and their prices (bid tabulations) will be announced at the public opening and will be available upon request to procurement@watermatters.org, in accordance with Section 255.0518, F.S. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.

The District will award the Agreement in accordance with Paragraph 4.1, Basis for Award of Agreement.

1.17.1 The Notice of Intent to Award will be posted in the District's Procurement Office and on the websites stated above.

1.17.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.

1.18 BID PROTESTS. Any bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.

1.19 EXECUTION OF AGREEMENT. By submitting a bid, bidder agrees to all the terms and conditions of this RFB. Any changes offered by a bidder in a bid 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. The District's execution of the Bid Response Form of the successful bidder(s) shall result in a binding Agreement without further action by either party. If a bidder desires to propose a change to a term or condition of the Agreement Documents, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The Contractor must submit a Certificate of Insurance to the District within ten (10) days from notice that Contractor has been awarded the Agreement. The Contractor will commence project work within ten (10) business days from the date indicated on the purchase order from the District.

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 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.

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.
- 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 person who submits a bid for the Project described in this Request for Bids.
- 2.1.5 Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal agreement with the District to do the work as bid upon.
- 2.1.6 Agreement Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, purchase orders, and all documents identified in Paragraph 1.19, Execution of Agreement, including all reference documents.
- 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 agreement, acting personally or through an assistant duly authorized in writing. The District's Project Manager for this Project is Jeff Hagberg, Field Operations Section.
- 2.1.9 Engineer:** N/A
- 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. This letter shall not constitute an agreement with the District.
- 2.1.12 Notice To Proceed:** The official purchase order(s) from the District to the Contractor notifying the company that the agreement has been executed and to proceed with the work assignment.
- 2.1.13 Owner Direct Purchases:** N/A
- 2.1.14 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.
- 2.1.15 Plans or Drawings:** N/A
- 2.1.16 Principal:** When used in the Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.17 Scope of Work:** The specific work, improvement, or job, to which these Agreement Documents apply as described in this RFB.
- 2.1.18 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 in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 Substantial Completion:** N/A
- 2.1.20 Surety:** The corporation or individual, bound by the 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.
- 2.1.21 Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.22 Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the project.
- 2.2 TERM.** The Agreement will be effective upon execution by both parties and will remain in effect for twelve (12) months, unless terminated, or as amended in writing by both parties. The award is renewable at the District's sole discretion for up to two (2) additional one (1) year terms contingent upon Governing Board approval of funding. Fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.

- 2.3 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.4 RETAINAGE.** N/A
- 2.5 OWNER DIRECT PURCHASES.** N/A
- 2.6 FUEL COST ADJUSTMENT.** The District will make price adjustments to reflect increases or decreases in the price of gasoline and diesel fuel from those in effect during the month in which bids were received. Price adjustments for fuel will be made only when the current price varies by more than 5% from the average price during the month in which bids were received as determined by the District in its sole discretion. The Contractor shall absorb the first 5% increase and the District shall absorb the first 5% decrease. It will be the Contractor's sole responsibility to submit its request for a fuel cost adjustment increase. A price adjustment will only be considered upon annual renewal of the Agreement. The Contractor must report and provide supporting documentation for the number of gallons and cost of fuel used for each month of this project. Contractor markups on fuel are not permitted. The fuel cost escalation/de-escalation will not exceed the percentage change in the United States Department of Labor Producer Price Index for Gasoline, Series Id WPU0571, and No. 2 diesel fuel, Series Id WPU057303, not seasonally adjusted, base date 1982, for the time period of use. Price adjustments will be paid, or deducted, upon District approval of the written documentation.
- 2.7 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** N/A
- 2.8 PUBLIC RECORDS LAW.** Refer to Attachment 4, Addendum to Purchase Order.
- 2.9 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.10 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the contractor(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 2.11 DISCRIMINATION.** N/A
- 2.12 EMPLOYMENT OF FLORIDA RESIDENTS.** N/A
- 2.13 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Contractor employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 2.14 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. This Paragraph shall survive the expiration or termination of the Agreement.
- 2.15 INSURANCE.** The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the Agreement until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Solicitation Title and Project Manager.
- 2.15.1** 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, including aircraft and watercraft liability, with the following minimum limits and coverage:

Per Occurrence \$1,000,000

As applicable, supplemental liability insurance must include explosion, underground and collapse hazard (XCU).

2.15.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

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

2.15.4 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S. If Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.

2.15.5 Contractor shall secure an installation floater for the full values of the materials to be installed in this project including the value of labor. Coverage shall include transit, storage at a temporary location, and while stored at the District's and Contractor's location. The policy must include all materials intended for installation including those purchased by the District. Coverage shall be on an "all-risk" basis and the Contractor will be responsible for all deductibles.

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

2.15.7 The Contractor shall require and obtain certificates of insurance from any subcontractor otherwise the Contractor acknowledges that any and all coverage is afforded to the subcontractor by the Contractor's insurance policies and is not the responsibility of the District.

2.16 **BONDING.** N/A

2.17 **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.

2.18 **TRENCH SAFETY ACT.** N/A

2.19 **VALUE ENGINEERING.** N/A

2.20 **DRAWINGS AND SPECIFICATIONS.** N/A

2.21 **FAILURE TO COMPLETE THE WORK ON TIME.** The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever, and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

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

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

2.22 **LIQUIDATED DAMAGES.** N/A

2.23 **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself 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 he has investigated and correlated his observations with the requirements of this RFB and satisfied himself 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 he has satisfied himself 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 himself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Agreement Documents; or 3) differs materially from that shown or indicated in the Agreement 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 Agreement 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 Owner in writing about such condition. 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.

- 2.24 MATERIALS, APPLIANCES, EMPLOYEES.** 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.
- 2.25 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 his 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.
- 2.26 MATERIALS AND EQUIPMENT SCHEDULES.** N/A
- 2.27 STANDARDS FOR QUALITY AND WORKMANSHIP.** N/A
- 2.28 GUARANTEE.** N/A
- 2.29 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 Lump Sum Bid Price(s) submitted in response to this RFB.
- 2.30 PERMITS AND REGULATIONS.** N/A
- 2.31 PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 2.31.1** At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.
- 2.32 CONSTRUCTION ACCESS.** Shell pit is located at 495 CR 482 South, Lake Panasoffkee, Florida 33538. The gate may be locked at times and the combination will be provided to the Contractor. The speed limit will not exceed 10 MPH. Use of engine brake is prohibited.
- 2.33 INSPECTION OF WORK.** The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the Specifications without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.
- 2.33.1** If the Agreement Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.
- 2.34 TESTS.** N/A
- 2.35 CONTRACTOR SUPERINTENDENCE.** N/A

- 2.36 HOURS OF WORK.** Working hours will generally be considered as being from 7:00 a.m. to 5:00 p.m. Monday through Friday. Additional days for shell hauling may be possible with preapproval of the District. The gate may be locked at times and the combination will be provided to the Contractor.
- 2.37 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** N/A
- 2.38 JESSICA LUNSFORD ACT.** N/A

PART III – SCOPE AND SPECIFICATIONS

- 3.1 SCOPE.** It is the purpose of the resulting Agreement to load and deliver shell, if and when ordered on an as needed basis, for the District from the Lake Panasoffkee Shell Spoil Area to various sites throughout the District. The District may award to more than one bidder because of different property locations. The District does not guarantee any minimum or maximum quantities under this Agreement. The terms and conditions of the Agreement Documents constitute the contractual relationship between the Contractor and the District. The work will be authorized through the issuance of purchase orders to the lowest Contractor. The work must be coordinated with the District Operation's Bureau.
- It is essential that the Contractor(s) are able to meet the District's demand of needed shell within the time schedule provided for each project. The Contractor(s) must be able to provide a sufficient number of equipment/trucks to meet District deadlines. If timeframes are not met, a purchase order will be issued to the next lowest Contractor.
- 3.2 TRUCK REQUIREMENTS.** The District will require use of mini wheel trucks. On occasion, as directed by the District, the Contractor(s) may use tractor trailers. Trucks will typically be able to stockpile but on occasion may have to spread loads with chained tailgates.
- 3.2.1** The number of trucks for delivery to the site may range per day with the number of trips per truck variable. Minimum load will be approximately 18 cubic yards. The estimated quantities will be as referenced in the bid table with no guarantees.
- 3.2.2** Contractor must provide equipment to load shell from the shell spoil area.
- 3.3 ROAD CONDITIONS/RESPONSIBILITY.** All roads will be paved rights-of-way, or hard packed unpaved roads or grass roads. Any road repairs not on pavement will be the responsibility of the District. Any other damages will be the responsibility of the selected bidder. The speed limit will not exceed 10 MPH. Use of engine brake is prohibited.

PART IV – BID RESPONSE

- 4.1 BASIS FOR AWARD.** The District anticipates awarding up to three (3) lowest lump sum responsive and responsible bidders under this RFB. Bidders must submit bids for every property name/physical address location. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items 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 BID BOND.** N/A
- 4.1.2 SATISFACTORY REFERENCES.** Bid references must be provided as required by this RFB.
- 4.1.3 ACKNOWLEDGMENT OF ADDENDA.** Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).
- 4.1.4 COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive.
- 4.1.4.1 Bid and Agreement forms required with bid submission:**
- Attachment 1 – Bid Response Form
 - Attachment 2 – References
 - Attachment 3 – Purchase Order Terms and Conditions
 - Attachment 4 – Addendum to Purchase Order
 - Attachment 5 – Certification Regarding Drug-Free Workplace Requirements
 - Attachment 6 – Public Entity Crimes Statement

Bid and Contract Forms Required with Bid Submission

ATTACHMENT 1
BID RESPONSE FORM
FOR
LOAD AND DELIVER SHELL FROM LAKE PANASOFFKEE SHELL SPOIL AREA
BID NUMBER RFB 1812

Provided as an electronic Microsoft Excel™ format file (.xlsx) available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

The remainder of this page intentionally left blank.

**BID RESPONSE FORM
FOR
LOAD AND DELIVER SHELL FROM LAKE PANASOFFKEE SHELL SPOIL AREA
BID NUMBER RFB 1812**

Page 12 of 28

ATTACHMENT 2

REFERENCES

Bidder must provide a **minimum of three (3) references** that meet the requirements below.

BIDDER

Bidder must demonstrate Bidder's experience and expertise in successfully completing Projects that meet the minimum stated requirements for each project reference. Specific projects and locations must be provided.

- Projects within the last five (5) years.
- Similar in scope to this Project

Bidder Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Service Performed: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Service Performed: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Service Performed: _____

ATTACHMENT 3

PURCHASE ORDER TERMS AND CONDITIONS

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

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.

13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

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

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

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

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

23. Contractor's liability is limited as provided in this Section 22. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

**ADDENDUM TO PURCHASE ORDER
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

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

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

Vendor/Contractor shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Vendor/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 Vendor/Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Vendor/Contractor or keep and maintain public records required by the District to perform the service. If the Vendor/Contractor transfers all public records to the District upon completion of this Agreement, the Vendor/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Vendor/Contractor keeps and maintains public records upon completion of this Agreement, the Vendor/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at Peggy.Meinhardt@Watermatters.org, or at the following mailing address:

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

ATTACHMENT 5

Certification Regarding Drug-Free Workplace Requirements

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

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

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

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

Company: _____

By: _____
Signature of Authorized Representative Date

ATTACHMENT 6

PUBLIC ENTITY CRIMES STATEMENT

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

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

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

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

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

- I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.**

My Notary Commission Seal:

EXHIBIT 1
SHELL HAUL LOADING LOCATOR MAP
FOR
RFB 1812
LOAD AND DELIVER SHELL FROM LAKE PANASOFFKEE SHELL SPOIL AREA

Shell Pit
495 CR 482 South, Lake Panasoffkee 33538

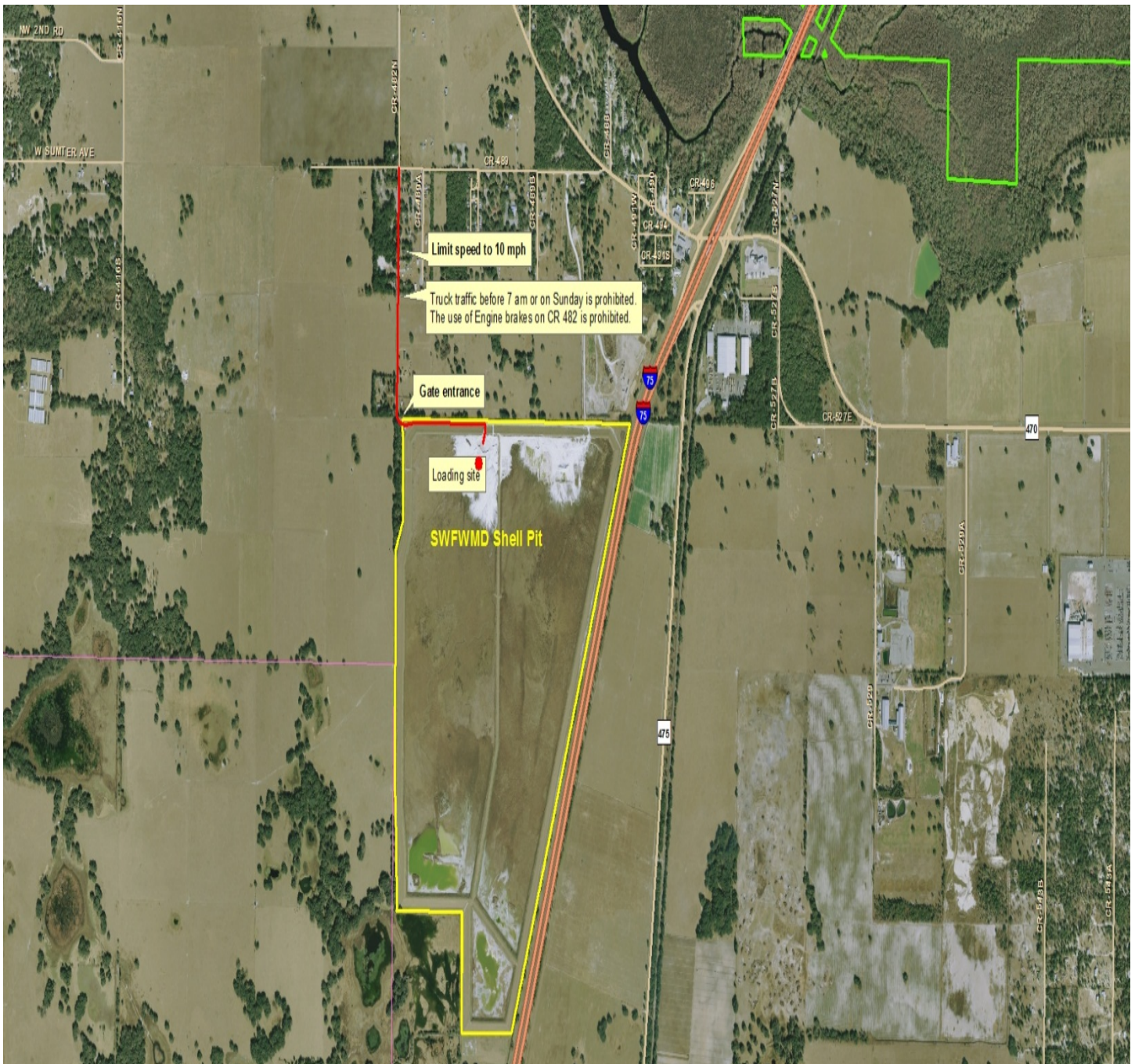


EXHIBIT 2

Cypress Creek
5356 Parkway Boulevard, Land O'Lakes, Florida 34639



EXHIBIT 3

Green Swamp West, 13347 Ranch Road, Dade City, Florida 33525
and
Green Swamp East, 28057 SR 471, Webster, Florida 33597

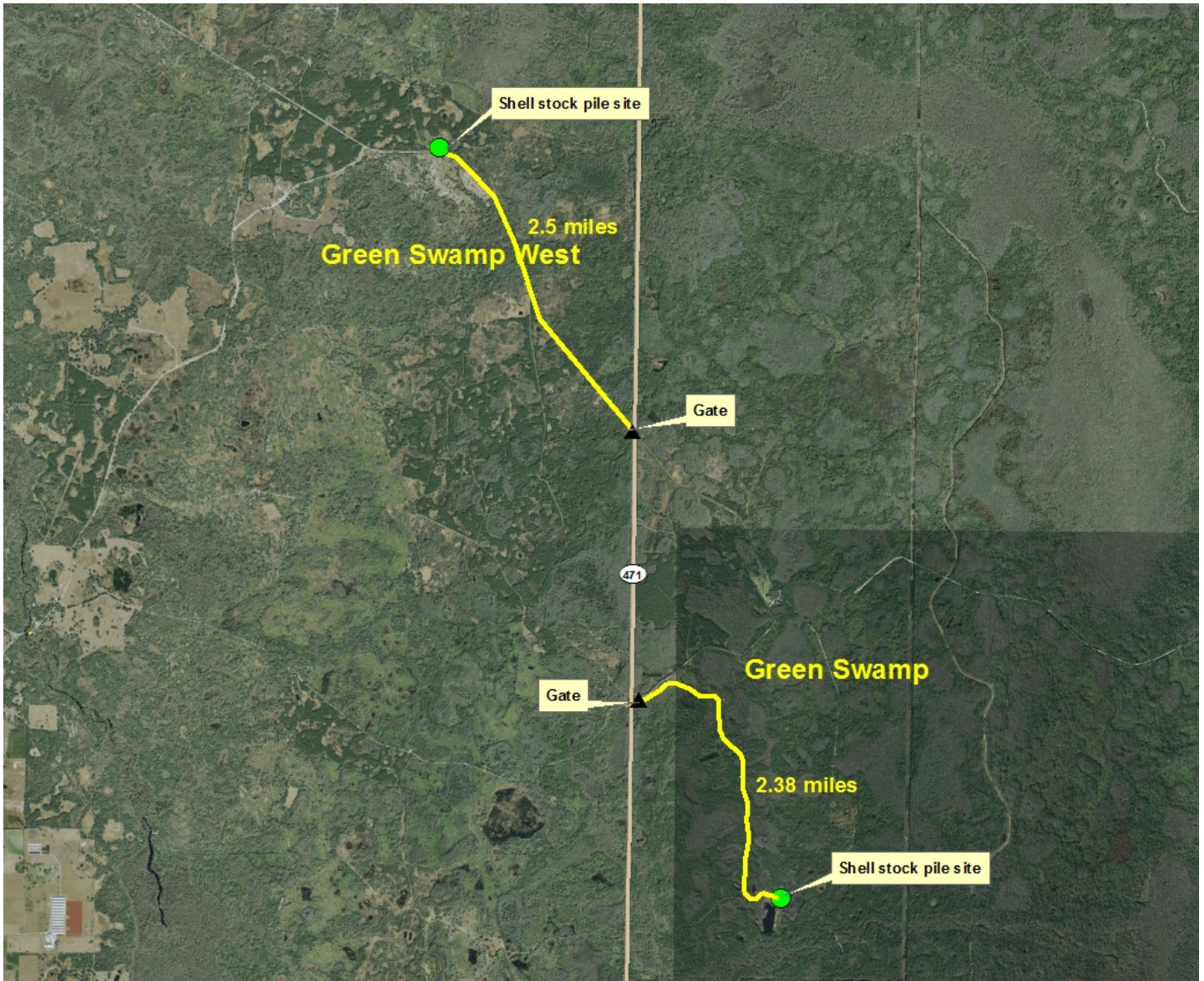


EXHIBIT 4

Green Swamp East
28057 SR 471, Webster, Florida 33597



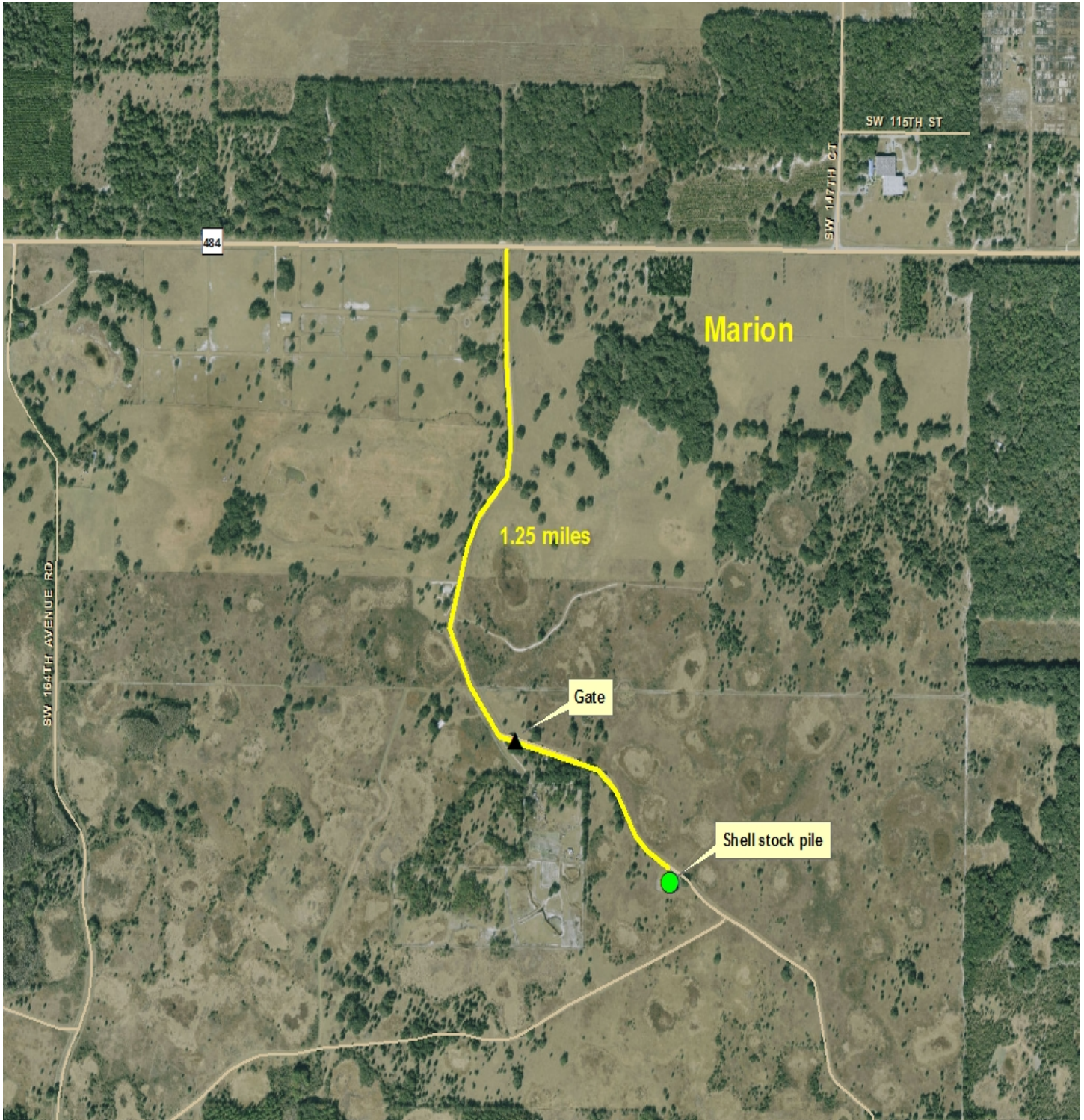
EXHIBIT 5

Green Swamp West
13347 Ranch Road, Dade City, Florida 33525



EXHIBIT 6

Halpata Tastanaki Preserve
(also known as Marion)
15430 SW Highway 484, Dunnellon, Florida 34432



Lake Panasoffkee
7519 NW 18th Way, Wildwood, Florida 34785

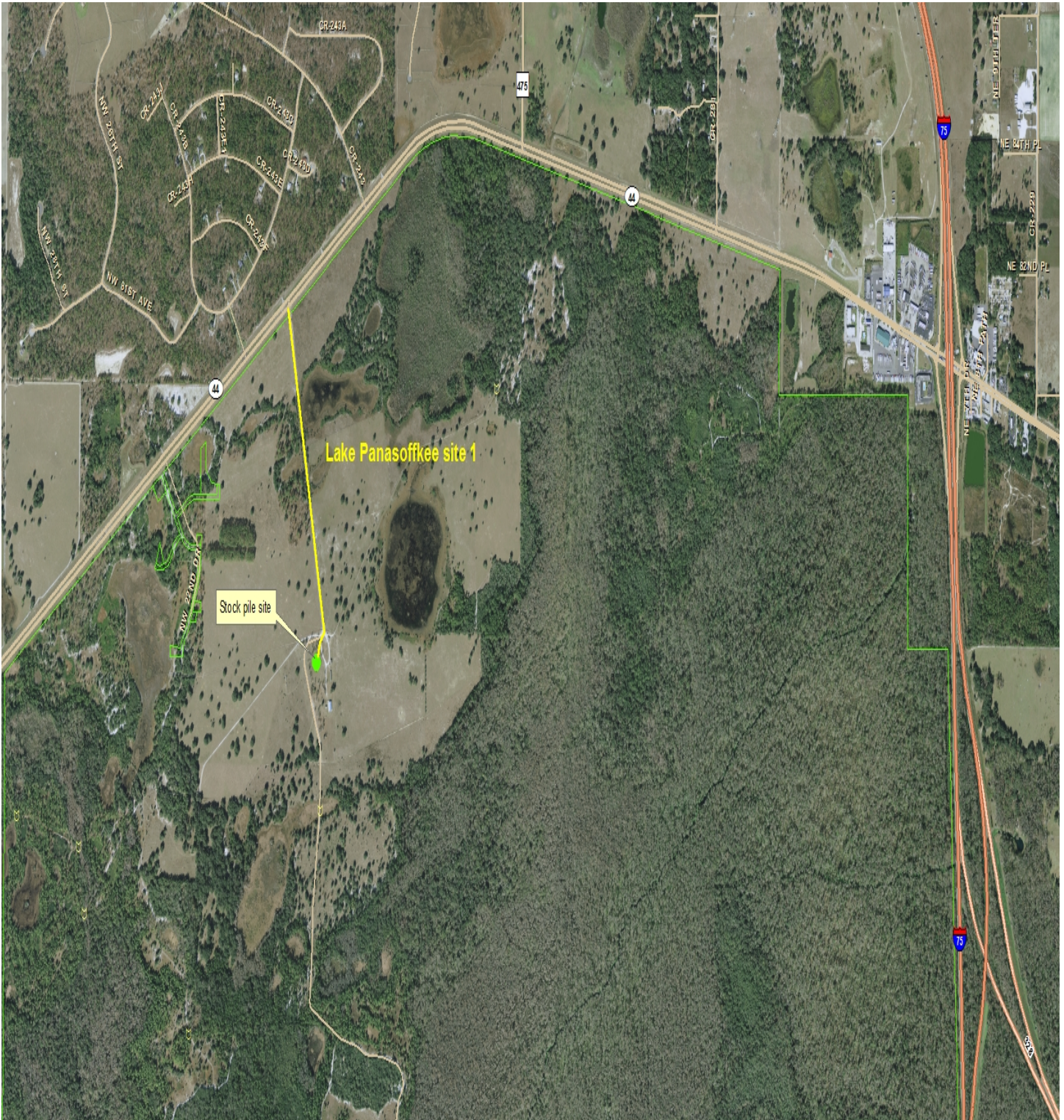


EXHIBIT 8

Potts Preserve
2700 N. Dee River Road, Inverness, Florida 34453

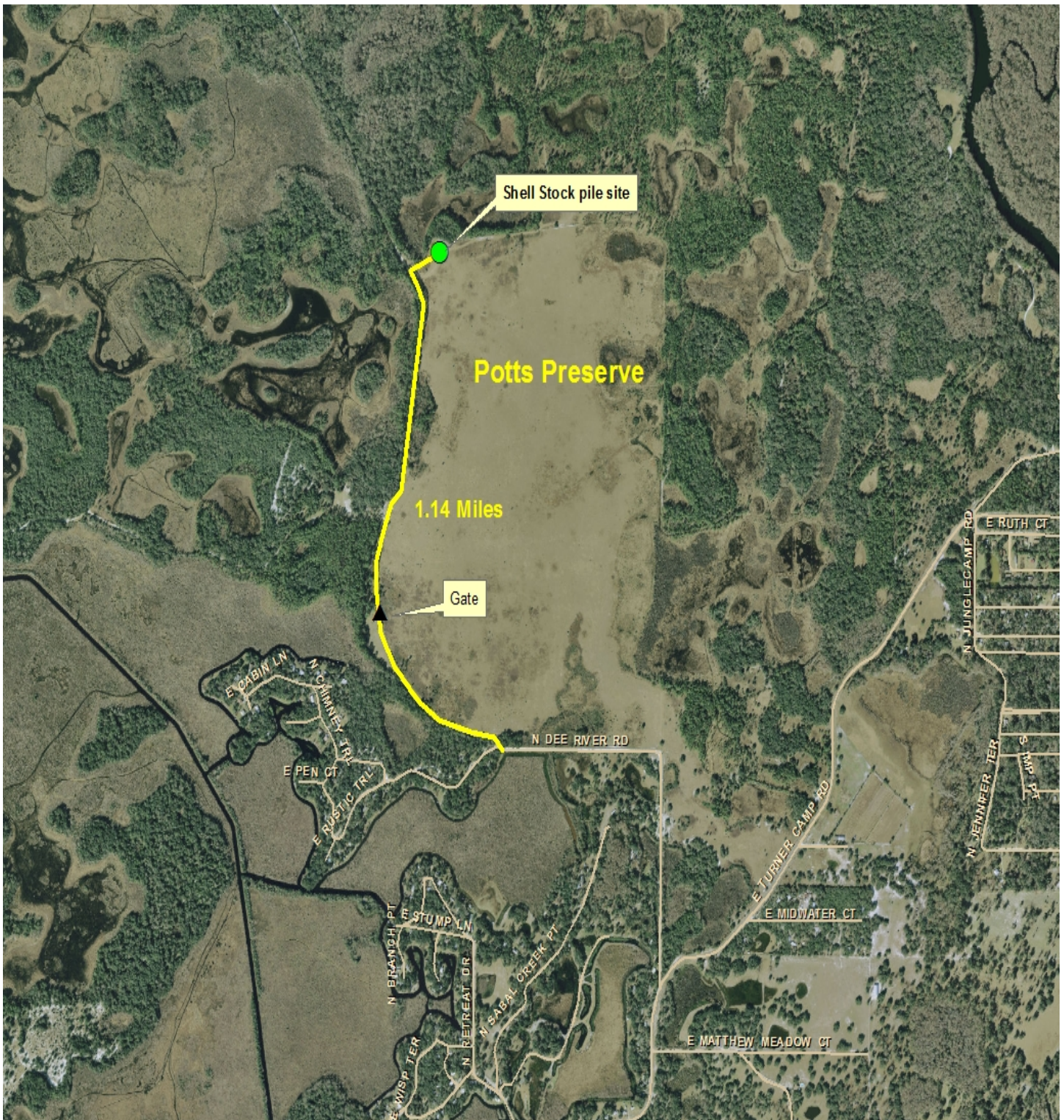


EXHIBIT 9

Starkey / Serenova
13410 SR 52 Hays Road, Land O'Lakes, Florida 34638

