



**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. 4133; FAX: (352) 754-3497  
Email: [procurement@watermatters.org](mailto:procurement@watermatters.org)  
**Posted: March 16, 2018****

**REQUEST FOR BIDS (RFB) 1805  
FOR  
COURIER SERVICES**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Courier Services required for the District's Brooksville, Tampa, Bartow and Sarasota Service Offices. These services are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Bidder, will deliver the required services and render the required goods/services F.O.B. destination. Bidder must have a service office within a 100-mile radius of the District's Tampa Service Office, located at 7601 US Highway 301, Tampa, FL 33637-6759 to submit a bid response and must list this service address on Attachment 1, Bid Response Form.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
RFB 1805  
COURIER 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 Sealed Bids
- 1.11 Rejection of Bid
- 1.12 Responsive/Responsible
- 1.13 References
- 1.14 Bid Tabulation and Notice of Award
- 1.15 Bid Protests
- 1.16 Purchases by Other Public Agencies
- 1.17 Execution of Contract
- 1.18 Law Compliance

**PART II – GENERAL CONDITIONS**

- 2.1 Term
- 2.2 Taxes
- 2.3 Public Records Law
- 2.4 Public Entity Crimes
- 2.5 Employment Eligibility Verification
- 2.6 Indemnification
- 2.7 Subcontractors
- 2.8 Disadvantaged Business Enterprises

- 2.9 Default
- 2.10 Remedies
- 2.11 Insurance
- 2.12 Estimated Quantities
- 2.13 Protection of Work and Property
- 2.14 Hours of Work

**PART III - SCOPE AND SPECIFICATIONS**

- 3.1 Scope
- 3.2 General Requirements and Technical Specifications

**PART IV – BID RESPONSE**

- 4.1 Basis for Award of Agreement

**ATTACHMENTS**

- Attachment 1 - Bid Response Form
- Attachment 2 - Mandatory Information Form
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Public Entity Crimes Statement
- Attachment 5 - Purchase Order Terms and Conditions
- Attachment 6 - Affidavit/Final Release of Lien
- Attachment 7 - District Service Offices Map

## **PART I – INTRODUCTION**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Courier Services required for the District's Brooksville, Tampa, Bartow and Sarasota Service Offices. Bidders are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered items under this RFB. No additional allowances will be made due to a lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

- 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](http://www.demandstar.com). Bidders receiving solicitations from the District's Internet website are responsible for regularly checking 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; TDD (FL only) 1-800-231-6103; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org).
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB must 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 or clarifications concerning this RFB shall be submitted in writing to the District's Procurement Department by e-mail: [procurement@watermatters.org](mailto:procurement@watermatters.org) or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than ten (10) working days prior to the bid opening date. Bidders are responsible for regularly checking the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form with all blanks filled in. To be considered a valid bid, one (1) signed ORIGINAL (marked original), and one (1) exact signed original electronic copy (CD or USB flash drive) 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 **Wednesday, April 18, 2018 at 2:00 p.m. EDT (Eastern Daylight Time)**. Bids that are not received by this specified due date and time will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this due 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. Bidders receiving the RFB from the District's Internet website are responsible for regularly checking the website for any changes or addenda related to this RFB.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB 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 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 bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the specified due date and time set forth in Paragraph 1.5, Bid Receipt and Opening, 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 the specified due date in Paragraph 1.5, Bid Receipt and 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 REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscured 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.** 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, Bid Response, 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-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a bidder and its contractors 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 contractors to ensure acceptability.

**1.13 REFERENCES.** Each bidder must provide at least three (3) references, other than the District, who can verify bidder's qualifications and past performance record on services of similar scope, as may be more specifically described in Attachment 2, Mandatory Information Form.

**1.14 BID TABULATION AND NOTICE OF 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](http://www.demandstar.com). 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 (30) day period.

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

**1.14.1** The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.

**1.14.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.

**1.15 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.

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

**1.17 EXECUTION OF AGREEMENT.** By submitting a bid, bidder agrees to all the terms and conditions of this RFB. If a bidder desires to propose a change to a term or condition herein, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. 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 Bidder shall result in a binding agreement without further action by either party. The Bidder must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded this Agreement. The terms and conditions of this RFB constitute the contractual relationship between the Bidder and the District.

**1.18 LAW COMPLIANCE.** The Bidder 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 Bidder 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 TERM.** The Agreement will be effective upon execution of the Bid Response Form by both parties and will remain in effect through September 30, 2020, unless terminated or amended. Services shall commence upon the issuance of a Purchase Order to begin October 1, 2018. The award is renewable at the District's sole discretion for one (1) additional two (2) year term, to begin October 1, 2020 through September 30, 2022 and fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form. If the option to renew is exercised, a new Purchase Order will be issued.

**2.2 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 Bidder in accordance with Florida and federal law.

**2.3 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Bidder's failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.

- 2.3.1** Bidder 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 Bidder 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 Bidder 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 Bidder or keep and maintain public records required by the District to perform the service. If the Bidder transfers all public records to the District upon completion of this Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Bidder keeps and maintains public records upon completion of this Agreement, the Bidder 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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](mailto: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**

- 2.4 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 Bidder, supplier, contractor, 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. Bidder further agrees to notify the District if placement on either of these lists occurs. The Bidder 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 Bidder's work under the Agreement.
- 2.5 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Bidder must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Bidder employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Bidder uses contractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Bidder 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>.
- 2.6 INDEMNIFICATION.** The Bidder 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 Bidder, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Bidder's performance under the Agreement. This Paragraph shall survive the expiration or termination of the Agreement.
- 2.7 SUBCONTRACTORS.** Nothing in this RFB or the resulting Purchase Order will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the Contractor.
- 2.8 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 RFB. Invoice documentation submitted to the District under an Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to the Agreement, to the extent the Contractor maintains such information.

**2.9 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 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 thirty (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 Bidder 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.

**2.10 REMEDIES.** Unless specifically waived by the District, the Bidder'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 attorney's fees and costs and attorney's fees and cost on appeal, due to said breach will be borne by the Bidder. 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 Bidder's obligation will not be construed as the District's waiver of any other obligations of the Bidder. This provision shall survive the termination or expiration of this Agreement.

**2.11 INSURANCE.** The Agreement resulting from this RFB will require the Bidder 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 Bidder will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

**2.11.1** 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).

**2.11.2** 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

**2.11.3** 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.

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

**2.11.5** Bidder 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 Bidder's notice of such cancellation or change from its insurance carrier.

**2.11.6** The Bidder shall require and obtain certificates of insurance from any contractor otherwise the Bidder acknowledges that any and all coverage is afforded to the contractor by the Bidder's insurance policies and is not the responsibility of the District.

**2.12 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. The Bidder will perform a complete and finished job of the scope designated in the Agreement 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 bid price(s) submitted in the response to this RFB.

**2.13 PROTECTION OF WORK AND PROPERTY.** The Bidder 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. Bidder 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 Bidder will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

**2.13.1** At all times, the Bidder 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 Bidder. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Bidder.

2.14 **HOURS OF WORK.** Refer to Paragraph 3.2.3, Scheduled Courier Service.

### **PART III – SCOPE AND SPECIFICATIONS**

3.1 **SCOPE.** It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when ordered, to the District, all Courier Services for the District's Brooksville, Tampa, Bartow and Sarasota facilities. The span of service over a typical one (1) week period begins at the Brooksville Headquarters no earlier than 5:00 p.m. EST on Monday of each week and runs daily until approximately 6:30 a.m. EST Saturday. Bidder must have a service office within a 100-mile radius of the District's Tampa Service Office, located at 7601 US Highway 301, Tampa, FL 33637-6759 in order to submit a bid response and must list this service address on Attachment 1, Bid Response Form.

### **3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

#### **3.2.1 DISTRICT SERVICE OFFICE LOCATIONS TO BE SERVICED.**

3.2.1.1 2379 Broad Street (U.S. Hwy 41 South), Brooksville, FL 34604-6899

3.2.1.2 7601 Highway 301 North, Tampa, FL 33637-6759

3.2.1.3 170 Century Boulevard, Bartow, FL 33830-7700

3.2.1.4 6750 Fruitville Road, Sarasota, FL 342040-9711

3.2.2 **FREQUENCY.** Scheduled daily courier services will be performed for around 251, more or less, annual workdays, excluding the following District-observed holidays (subject to change).

3.2.2.1 New Year's Day

3.2.2.2 Dr. Martin Luther King, Jr. Day

3.2.2.3 Memorial Day

3.2.2.4 Independence Day

3.2.2.5 Labor Day

3.2.2.6 Veterans Day

3.2.2.7 Thanksgiving Day

3.2.2.8 Friday after Thanksgiving

3.2.2.9 Christmas Day

#### **3.2.3 SCHEDULED COURIER SERVICES.**

3.2.3.1 **Nighttime Service:** Round trip pickup and delivery of mail, interdepartmental correspondence, boxes of records, coolers filled with water quality samples, and miscellaneous supplies, beginning with the initial pickup at Brooksville District Headquarters no earlier than 5:00 p.m. each workday. Drop-off and pickup service will continue first to the Bartow Service Office, second to the Sarasota Service Office (one stop each), then third stop is the Tampa Service Office, Tampa Data Center and Building 6 (coolers) (three separate buildings on the same campus in Tampa), ending with the accumulated drop-off in the Brooksville, Building 8 Mail Room no later than 6:30 a.m. the following workday.

3.2.3.2 There are no prearranged arrival times in which the stops are to occur at the service office locations, with the exception of the Tampa Service Office. The stop at the Tampa Service Office shall not be made before 9:00 p.m. due to the timing of the daily water quality samples.

3.2.3.3 The nighttime courier run is approximately 230 miles round trip.

3.2.4 **UNSCHEDULED COURIER SERVICES.** The District occasionally has additional requirements for unscheduled daytime courier services to be performed on an as needed basis.

3.2.4.1 **SPECIAL SAME DAY UNSCHEDULED SERVICE.** Special unscheduled courier service will be provided on an "as needed", "when needed" basis, typically during the hours of 8:00 a.m. to 5:00 p.m. with a maximum

allowable response time for same day service of four (4) hours. Typically, service areas include, but are not limited to, Pinellas County, including St. Petersburg and Clearwater, and the Tampa Bay or Lakeland areas.

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

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

**3.2.5.1.1** Plastic mail containers with interlocking lids approximately 21" x 15" x 12", containing assorted mail and items small enough to fit inside, such as files, correspondence envelopes, etc. (items can be switched to a bag to save space if needed).

**3.2.5.1.2** Miscellaneous items including, but not limited to, boxes of records (banker's boxes), map boxes, photocopy paper, small business equipment, cleaning supplies, furniture, etc.

**3.2.5.1.3** Mailing tubes and construction drawings measuring approximately 3" diameter x 36" long.

**3.2.5.1.4** Ice chests empty and/or filled with water samples (approx. same size as plastic mail containers).

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

**3.2.5.2.1** Daily Minimum: 180 lbs.

**3.2.5.2.2** Daily Maximum: 2,650 lbs.

**3.2.5.2.3** Average Daily Load: 444 lbs.

**3.2.5.3 NUMBER OF PIECES.** The following represents the combined total number of items contained in an average daily load transported from the Brooksville, Tampa, Bartow and Sarasota offices:

**3.2.5.3.1** Daily Minimum: 13 items

**3.2.5.3.2** Daily Maximum: 50 items

**3.2.5.3.3** Average Daily Load: 20 items

**3.2.6 BILLING.** Detailed invoices will be submitted monthly to the District for payment.

**3.2.7 DELIVERY VEHICLES.** The Bidder shall provide cargo vans that meet Federal Highway standards and are well maintained and fully enclosed for transporting the District's deliverables. The maintenance records for any cargo vans shall be available for review by the District upon request. The District reserves the right to inspect respondents' vehicles and may, at the sole discretion of the District, reject any or all bids if the District determines that a vendor's vehicle(s) is unable to perform up to the delivery and safety standards of the District to carry out the purpose and intent of this RFB and any resulting agreement. Acceptability will be based upon a sight evaluation and/or inspection of the proposed delivery vehicle(s) at a location determined by the District to determine the condition, appearance, safety, capacity and ability of the vehicle(s) to transport District material in a safe, effective, efficient, consistent and timely manner. The delivery vehicle must be registered in the State of Florida.

**3.2.8 CUSTOMER SERVICE ATTITUDE.** The Bidder's assigned driver representative(s) shall conduct himself or herself in a positive and professional manner at all times while conducting business on behalf of the District. Any recurring problems and/or complaints received by the District against the Bidder or the Bidder's assigned driver representative(s) which cannot be resolved, may result in immediate cancellation of the Purchase order. The Bidder's assigned driver representative(s) shall wear a uniform during the provision of services to the District that will enable him or her to be properly identified as an employee of the courier service.

**3.2.9 BACKUP SERVICE.** It shall be the responsibility of the Bidder to provide **continuous, uninterrupted service** in accordance with the specifications and schedules specified herein. Whenever anticipated courier services cannot be performed, backup resources including, but no limited to, driver(s) and/or vehicle(s), shall be provided by the Bidder to accomplish the services in accordance with the bid specifications at no additional cost to the District.

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

- 3.2.10.1** Up to one (1) hour late: 25% of the workday unit price
- 3.2.10.2** One (1) to two (2) hours late: 35% of the workday unit price
- 3.2.10.3** Over two (2) hours late: 50% of the workday unit price
- 3.2.10.4** No show: 100% of the workday unit price
- 3.2.11** **BUSINESS SECURITY.** The Bidder shall provide security, as deemed adequate by the District, to their business facility/facilities to ensure that District materials are maintained within a safe and secure environment.
- 3.2.12** **FURNISHING SERVICE.** Contract services are to be furnished on an “as needed, when-needed basis” during the life of the Purchase Order and there is NO guaranteed quantity expressed or implied to be utilized.
- 3.2.13** **BACKGROUND CHECKS.** The Bidder must conduct thorough background checks for all of the Bidder’s employees or hired workers who will be picking up and/or delivering to any District site. The background checks must consist of education verification, a national criminal check for state and federal felonies and misdemeanors, a check on immigration status in accordance with applicable Federal and State laws, rules, and regulations, and a valid State of Florida driver license which can be verified via the Internet at the Florida Highway Safety and Motor Vehicles website at <https://services.flhsmv.gov/dlcheck/?AspxAutoDetectCookieSupport=1>. Prior to allowing any employees or hired workers to pick up and/or deliver to any District site, the Bidder will provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker.
- 3.2.14** **FUEL COST ADJUSTMENT PROVISION.** The District will allow a fuel cost adjustment provision within any award resulting from this RFB. The bidder shall state in the area provided on the Bid Response Form the most recent cost per gallon of vehicle fuel purchased by the bidder at the time of entering the cost on the Bid Response Form. After the award is made, this stated cost per gallon will be used as the base price for computing any allowable increases in the unit cost based solely upon any published increase in the average cost per gallon of fuel in the Tampa Bay area. A unit price of either unleaded gasoline OR diesel fuel may be submitted on the Bid Response Form, depending upon the bidder’s vehicle type. This unit cost will then be considered as the base unit cost of any allowable increase (or decrease) throughout the term of the resulting agreement. The base unit cost will remain in effect until a fuel cost adjustment request is received by the District’s Project Manager.

The Bidder may request a fuel cost adjustment once every six (6) months, if the cost per gallon increases by 10% or greater from the base unit cost, which shall be submitted in writing as a notarized affidavit and sent to the District’s Project Manager at the following address for consideration: GSB – Mail Services, Building 8, 2379 Broad Street, Brooksville, FL 34604-6899. Any adjustment in the cost per gallon of fuel that may be allowed under this provision will be based upon the daily average price of unleaded gasoline or diesel fuel as published on the [www.tampagasprices.com](http://www.tampagasprices.com) website or a comparable website, such as AAA Gas Prices, <http://gasprices.aaa.com/?state=FL>, Hillsborough County, that tracks the cost of fuel prices daily throughout the Tampa Bay geographic area, and made effective at the time the request was submitted to the Project Manager.

The District will allow 19 gallons of fuel usage per day based upon a daily duty cycle of 230 miles at 12 miles per gallon.

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

At no time will the fuel cost used in calculating the revised unit cost go below the initial base price stated on the original Bid Response Form.

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**PART IV – BID RESPONSE**

**4.1 BASIS FOR AWARD OF AGREEMENT.** The District will award the agreement to the lowest responsive, responsible bidder. 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. 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 must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

**4.1.3 SUBMITTALS.** Bidder must submit all documentation required under this RFB, including but not limited to 3.2, General Requirements and Technical Specifications.

**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. The bidder must provide costs for all bid items.

**4.1.4.1 Bid and Contract forms required with bid submission:**

- Attachment 1 - Bid Response Form
- Attachment 2 - Mandatory Information Form
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Public Entity Crimes Statement

**4.1.4.2 Sample Forms referenced in this RFB:**

- Attachment 5 - Purchase Order Terms and Conditions
- Attachment 6 - Affidavit/Final Release of Lien
- Attachment 7 - District Service Offices Map

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**ATTACHMENT 1**

**BID RESPONSE FORM  
FOR  
BID NUMBER RFB 1805**

Bidder agrees to furnish and to deliver as indicated, FOB destination as provided in Paragraph 3.2.1 of this RFB, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and installation.

<b>BID RESPONSE</b>					
<b>INITIAL TWO (2) YEAR TERM (OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2020)</b>					
<b>ITEM NUMBER</b>	<b>QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	504	Workday	Scheduled <b>Nighttime</b> Courier Services:		
2	1	Mile	Unscheduled <b>Same Day</b> Courier Services:		
3	1	Gallon	<b>Current cost per gallon of Unleaded Gasoline</b> of vehicle fuel used in the calculation of the above unit prices.		
4	1	Gallon	<b>Current cost per gallon of Diesel Fuel</b> of vehicle fuel used in the calculation of the above unit prices.		
<b>RENEWAL OPTION - ADDITIONAL TWO (2) YEAR TERM (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2022)</b>					
5	504	Workday	Scheduled <b>Nighttime</b> Courier Services:		
6	1	Mile	Unscheduled <b>Same Day</b> Courier Services:		
7	1	Gallon	<b>Current cost per gallon of Unleaded Gasoline</b> of vehicle fuel used in the calculation of the above unit prices.		
8	1	Gallon	<b>Current cost per gallon of Diesel Fuel</b> of vehicle fuel used in the calculation of the above unit prices.		
<p><b>Address of service office within a 100-mile radius of the District's Tampa Service Office, 7601 US Highway 301, Tampa, FL 33637-6759.</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>					



**ATTACHMENT 2**  
**BID NUMBER RFB 1805**  
**MANDATORY INFORMATION FORM**  
**(WILL BE RETURNED WITH BID RESPONSE)**

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

Bidder must demonstrate Bidder's experience and expertise in the business of Courier Services. Specific services, locations and contact information to whom the services were performed must be provided.

- Services within the last five (5) years.
- Similar to the requirements of this RFB.

**Bidder Name** \_\_\_\_\_

1. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Overview of Services Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Overview of Services Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Overview of Services Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3**

**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 4

**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, 133(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. 133(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]

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**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.**

BIDDER: \_\_\_\_\_  
(Signature) Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_\_  
by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of  
the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:



# **Sample Forms Referenced in this RFB**

## ATTACHMENT 5

### 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/Bidder named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Bidder will allow public access to documents and materials made or received by Vendor/Bidder 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/Bidder. If Vendor/Bidder fails to comply with any provision of this Purchase Order, the District will provide Vendor/Bidder with written notice of default and Vendor/Bidder 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/Bidder 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/Bidder will not be construed as the District's waiver of any other obligation of Vendor/Bidder.
4. Vendor/Bidder agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including 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/Bidder, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Bidder's performance under this Purchase Order. Vendor/Bidder 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/Bidder's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Bidder agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Bidder 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/Bidder 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/Bidder agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Bidder 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/Bidder will also require the same insurance from any contractor; otherwise such coverage will be afforded to the contractor by the Vendor/Bidder'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/Bidder 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 Bidder will perform as an Independent Bidder 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 contractor of Bidder.

19. The Bidder, 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 Bidder 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/Bidder'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/Bidder such as labor strikes or riots, then the Vendor's/Bidder'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/Bidder'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/Bidder 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, bidders 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 Bidder 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 Bidder in relation to this Purchase Order, to the extent the Bidder maintains such information.

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

23. Bidder's liability is limited as provided in this Section 22. Bidder 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 Bidder and other persons employed or utilized by the Bidder in the performance of this Purchase Order in accordance with Section 725.08, F.S. Bidder's obligations contained in this paragraph will survive acceptance of the services by the District.

ATTACHMENT 6

AFFIDAVIT

STATE OF FLORIDA

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared \_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says that it has paid all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by

\_\_\_\_\_ have been paid in connection with the construction of \_\_\_\_\_ in full or is recited as unpaid herein.

WITNESS:

\_\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ Day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_

ATTACHMENT 6 (Cont.)

**FINAL RELEASE OF LIEN**

KNOWN TO ALL MEN BY THE PRESENTS, that \_\_\_\_\_  
for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged,  
except the sum of \_\_\_\_\_ representing the  
total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or  
assigned, all liens, lien right, claims or demands of any kind whatsoever which  
\_\_\_\_\_ now have/has or might have against the property, building, and  
improvements, on account of labor performed, material furnished, and for any incidental expense for the construction of  
\_\_\_\_\_.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, \_\_\_\_\_ have hereunto set my hand and  
seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

WITNESS:

OFFICER:

\_\_\_\_\_ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_

**ATTACHMENT 7  
DISTRICT SERVICE OFFICES**



**Bartow Service Office**  
170 Century Boulevard  
Bartow, FL 33830-7700

**Brooksville  
Headquarters**  
2379 Broad Street  
Brooksville, FL 34604-6899

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, FL 34240-9711

**Tampa Service Office**  
7601 US Hwy. 301  
Tampa, FL 33637-6759