



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR BIDS (RFB)

Bids Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406	Number: : 6000000421 Issue Date: December 15, 2010
Title: AQUATIC WEED HARVESTER BOAT	
Purpose: The purpose of this RFB is to solicit bids from responsive and responsible bidders to furnish and deliver (F.O.B. Destination) an Aquatic Weed Harvester Boat to the Ft. Lauderdale Field Stations as per the District specifications. A more complete description of the technical specifications can be found in Part 4, pages 12 through 25 of this RFB.	
Inquiry Period: December 15, 2010 to December 29, 2010 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Sebastian Carta, Sr. Purchasing Specialist Telephone No: (561) 682-6407 E-Mail: scarta@sfwmd.gov Fax No: (561) 682-5273 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.
Deadline For Bid Submission: JANUARY 18, 2011 - 2:00 P.M. 1 Original and 1 Copy to be Submitted ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-6568	
Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.	
This RFB is Comprised of a Response Checklist and 4 Parts: Part 1. General Guidelines and Information, pages 3 through 7 Part 2. Instructions for Preparing Responses, page 8 Part 3. Compliance Disclosure Form (including Bid Form), pages 9 through 11 Part 4. Specifications, pages 12 through 25	Attachments: 1. Sample Delivery Spec. No. Delivery-1-07, page 26 2. Sample Legal Spec. No. Legal-01-07, pages 27 through 30 3. Sample Purchase Order with Terms and Conditions, pages 31 through 33 4. Statement of No Response, page 34 5. Drug Free Workplace Certification, page 35

REQUEST FOR BID RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your bid package is complete, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your bid package.

Ref. Page 1 Coversheet	Have you met the bid submission deadline established in the solicitation?
Ref. Page 1 Coversheet	Have you submitted the required number of complete copies of the bid and is one (1) of them marked "Original"?
Ref. Part 2 Tab A.&B.	Does the Original contain all required documentation to meet the responsiveness and responsibility requirements?
Ref. Part 2 Tab B. (2)	Have you received notice of any citations and/or violations of environmental regulations?
Ref. Part 3	Have you attached a completed and signed Compliance Disclosure Form?
Ref. Part 4	Have you completed and attached Part 4 "Compliance of District Specification No. 015-01-TB"?
Ref. Form Attachment 4	Have you submitted a "Statement of No Response" if not bidding on this RFB?
Ref. Form Attachment 5	Have you completed and submitted the "Drug-Free Workplace Certification with your Bid package?"

**PART 1
GENERAL GUIDELINES AND INFORMATION**

1.1 DEFINITIONS

"RFB". A Request for Bids, which is a written solicitation for sealed competitive bids in which price is the primary selection criterion.

"Bidder" or "Respondent". All contractors, consultants, organizations, firms or other entities submitting a response to this RFB.

"Bid" or "Response". The written response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Bids, Request for Proposals or Request for Quotes. The District may also solicit responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and the other party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection and water quality protection. The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation and construction.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

1.4 COMPLIANCE DISCLOSURE FORM

The *Compliance Disclosure Form*, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the respondent.

If the *Compliance Disclosure Form* is not submitted as part of the respondent's bid package, is altered in any manner or is not fully completed, the respondent shall be deemed non-

responsive to the solicitation requirements (refer to Part 2). The *Compliance Disclosure Form* is attached to Part 3 of this solicitation.

**1.5 PUBLIC ENTITY CRIMES/
DISCRIMINATORY VENDOR LIST**

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 LOBBYING

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any bid submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Agent (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation and the award process.

**1.7 SUSPENSION OF CONTRACTORS FOR
MATERIAL BREACH OF DISTRICT
CONTRACTS**

Pursuant to Rule 40E-7, Part II, F.A.C., the District's Governing Board, upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District. Any bid submitted by a respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review.

In addition, the principals of any respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while

the principals of the respondent or its proposed subcontractors or subconsultants remain on the Suspension List.

In the event there is any intentional misrepresentation, the respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.8 SUBCONTRACTOR PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District supports diversity in its contracting opportunities and requests that all subcontracting opportunities afforded by this solicitation embrace diversity enthusiastically.

1.9 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Agent, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail. Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).

1.10 ORAL REPRESENTATIONS

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this solicitation.

1.11 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).** All addenda placed on the District's web site can be downloaded.

1.12 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirement at any time if determined to be in the best interest of the District.

1.13 SOLICITATION DOCUMENTS

If a potential respondent protests any provisions of the solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Bids and/or posting of any written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending District Solicitations).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.14 PRICING

All pricing provided in the respondent's bid shall be firm and inclusive, including all handling, setup, packaging, shipping and inside delivery charges to the destination set forth herein unless otherwise indicated. Responses indicating "price in effect at time of shipment" are considered invalid and will be rejected.

Similar Prices. The respondent, in submitting this bid, warrants that the prices at which the same goods are sold in approximately similar quantities under similar terms and conditions to any other purchaser.

Unit Prices. Unit prices must be indicated on the *Compliance Disclosure Form* (Part 3). Where there is an error in the extension of price, the unit price prevails.

F.O.B. Place of Destination. All prices shall be Free on Board (F.O.B.) Place of Destination.

1.15 WARRANTY

The Respondent warrants that the goods offered for sale to the District are fit for the purposes for which such goods are typically used. If the District has informed the respondent of the particular purpose for which it intends to use the goods, the respondent recognizes that the District will rely upon the respondent's skill and judgment to select suitable goods in response to this solicitation. The respondent further warrants that the title of all items is good, that the goods can be transferred and that there are no liens or encumbrances against the title of any items at the time of bid submittal, unless so specified in the response. The respondent shall specify any express warranties applicable to the items included in the bid.

1.16 GOODS CONDITION AND PACKAGING

Unless otherwise stated in the specifications or the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods, which are the current standard production model available at the time of the response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged must bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, contract or purchase order number and any other markings required by the specifications or other acceptable means of identifying the contractor and contract or purchase order number.

1.17 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS

Manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for the purposes of establishing quality level and prominent physical, functional or other characteristics of the named products which are essential to meet the District's needs. Such characteristics are desirable and are not intended to limit competition. The respondent may offer any brand that meets or exceeds the specifications for any item(s) included in the solicitation and shall include this statement in the bid submittal.

1.18 RECYCLING

A key element of the District's mission is environmental protection and enhancement. In furtherance of this mission the District encourages the respondent to provide recyclable materials, if possible and if the materials are reasonably cost competitive.

1.19 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered in the solicitation prior to their delivery, it is the responsibility of the successful respondent to notify the District at once, indicating the specific regulation requiring a contract alteration. The District reserves the right to accept or reject any such

alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the District.

1.20 SAMPLE PURCHASE ORDER

The respondent understands that this solicitation or the response shall not constitute a contract with the District. An official purchase order will not be released until (a) all bids are reviewed and accepted by appointed staff; (b) the purchase order has been approved by the appropriate level of authority within the District; and (c) the purchase order has been issued to the respondent.

A sample purchase order is attached to this solicitation. The District anticipates that the final official purchase order will be in substantial conformance with the sample attached herein. Nevertheless, respondents are advised that the District reserves the right to modify any purchase order which shall result from this solicitation to include minor deviations from the sample attached to this solicitation.

1.21 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

1.22 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.23 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked. The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Department in the District's B-1 Building, 2nd Floor West prior to the deadline set for opening responses. The District will not accept responses delivered after the established deadline.

If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2, Tab A).

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 682-2715 before the opening

time of the responses. The District will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.24 ASSIGNMENT OF RESPONSE

A respondent shall not transfer or assign its response to a third party following submission of a bid to the District.

1.25 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified.

1.26 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 3), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.27 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject any and all bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such bid is deemed non-responsive (**refer to Part 2, Tab A**); (3) if the respondent is deemed non-responsible (**refer to Part 2, Tab B**); or (4) if the bid contains any material irregularities. Minor irregularities contained in a response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District.

Note: If a bid is deemed non-responsive or if a respondent is deemed non-responsible by the District after initial review of the bid submissions, the opportunity for a respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.28.

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this solicitation. Bids will

be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

1.28 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

In compliance with Chapter 120 of the Florida Statutes, the official *Notice of Intent to Award* will be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Solicitation Award Information). The District also will post the results at the Procurement Department in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida as well as the District's HOTLINE (1-800-432-2045) to communicate intended award decisions. This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays).

If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after posting of the *Notice of Intent to Award* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with a bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6297.

The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.29 AWARD

The District anticipates awarding a contract to the responsible entity that submits the lowest responsive bid. The District reserves the right to make award(s) by individual commodities and/or services, groups thereof, all or none or any combination

thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

Tie Bids: In the event of ties as to the lowest responsive bid and responsible bidder, the contractor shall be selected based on the following order of preference: (1) a university within the Florida State University system, pursuant to Section 373.63, Florida Statutes, (2) a business which has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes, and (3) an entity chosen by random selection.

Bid Confirmation: The District reserves the right to request a written confirmation of the bid and additional information relating to the bidder's responsibility prior to awarding a contract. Failure of the bidder to confirm the bid within seven (7) calendar days from the date of the District's request may render the bid non-responsive and will entitle the District to award the contract to the next lowest responsive/responsible bidder. The District also reserves the right to cancel this RFB at any time and/or to solicit and re-advertise for other bids.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

Bids shall be submitted on the *Compliance Disclosure Form* (Part 3) and must be signed by the bidder's authorized representative. Bidders must bid on all items listed. Failure to do so may render the bid non-responsive. In order to facilitate District review, responses should be organized in the following sequence and include tabbed sections as set forth below:

- Tab A. Responsiveness Conditions
- Tab B. Responsibility Documentation

A response checklist is attached to this solicitation to facilitate final review of bid format and content. The checklist is provided for the convenience of the respondent and is not required to be returned with the respondent's bid.

Tab A. Responsiveness Conditions

Each bid shall be reviewed for responsiveness in accordance with the following conditions. If a respondent fails to satisfy these conditions, the bid shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the bid (refer to Part 1.23)
- (2) Compliance Disclosure Form (refer to Part 1.4 & Part 3)

Tab B. Responsibility Documentation

Each bid shall be reviewed for responsibility in accordance with the following conditions. If, at the time of bid submission, a respondent fails to produce evidence to demonstrate compliance with the insurance requirements noted below (if applicable for this solicitation), the respondent shall be required to produce evidence that such documentation was in effect at the time of bid submission within three (3) business days of notification by the District. If the District does not receive such evidence within this timeframe, the respondent shall be deemed non-responsible by the District for this solicitation and its bid will not be considered further.

- (1) *Evidence of Insurance Coverage "Not Applicable"*
Not Applicable

All respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (a) complete and sign an insurance certificate which meets the insurance requirements attached to this solicitation, or (b) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not

meet the contract requirements shall not constitute a waiver of the respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the respondent is a self-insured entity, the respondent may contact the District's Purchasing Agent identified on the cover page, and request the District's self-insurance package. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the response and rescission of any ensuing contract. If awarded a contract as a result of this solicitation, the respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in the insurance requirements attached to this solicitation.

Supplemental Responsibility Review

- (2) *Past Performance*

The District reserves the right to consider a respondent's history of citations and/or violations of environmental regulations in determining responsibility. If requested by the District, the respondent shall submit a complete history of all citations and/or violations notices and dispositions, thereof, if any. The respondent is required to notify the District immediately of notice of any citations or violations which it receives after the response opening date and during the time of performance under any ensuing contract award.

- (3) *Convicted Vendor List, Discriminatory Vendor List and, District's Suspension List*

The District will review the following to determine whether the respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

All respondents, or any of their suppliers, subcontractors or subconsultants, whose name appears in these lists at the time of bid submission shall be deemed non-responsible by the District for this solicitation.

- (4) *Dun & Bradstreet Report*

The District may request a Dun and Bradstreet (D&B) report to determine whether or not the respondent is financially stable to meet the requirements of any ensuing contract award.

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 3)
SOLICITATION NO.: 6000000421

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the respondent is operating for this response:					
If applicable, previous business names under which the respondent has operated within the past three (3) years from response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Agree to Extend Prices to Other Governmental Agencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	

B. Statements of Material Representation

The Respondent, by signing on page three (3) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
3. Has lobbied, either individually or collectively, the District's Governing Board members or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
4. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

COMPLIANCE DISCLOSURE FORM (Page 2 of 3)
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C. Additional Representations

1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District’s website (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
2. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids.
3. Respondent represents that proprietary information, if any, is identified on the following pages of the bid:

4. Respondent, as bidder, hereby declares that the only person(s) interested in the bid as principal or principals is or are named herein and no other person other than herein mentioned has interest in this bid or in any contract pursuant to this bid.
5. Respondent further declares that the specifications for the work and all contractual documents relative thereto have been examined and all the provisions furnished have been read prior to the opening of bids; and that the respondent is satisfied relative to all services to be performed and/or items to be furnished.
6. If the bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties. The undersigned agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds and to provide the specified services and/or items within the timeframe specified in this Request for Bids (RFB).
7. **BID: BID FORM**

Item No.	Description	Price Per Each	Reference Part 4 (Specifications)
1.	1 Each, Aquatic Weed Harvester Boat Per District Specifications, Delivered, FOB Destination to the Ft. Lauderdale Field Station, Fort Lauderdale, Florida, 33317	\$ _____	RFB Pages 12 - 25
Company Name & Address			
DBA(if applicable)			
FEID			
Authorized Respondent’s Name (Print)		Respondent’s Authorized Signature	
		Date	
Phone #	Fax #	E-mail	

COMPLIANCE DISCLOSURE FORM (Page 3 of 3)
SOLICITATION NO.: 6000000421

D. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage for one or more bidders/proposers over other bidders/proposers. The District will prosecute any violation of this representation to the fullest extent of the law. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all three (3) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:

Name

Title

Signature

Date

PART 4

SOLICITATION NO. 600000421

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Specification No. 015-01-TB

Aquatic Weed Harvester Boat

4.1 SCOPE AND SUMMARY

4.1.1 The vessel required and described by these specifications shall be the manufacturers' newest model for the year solicited and shall be equipped with all the necessary equipment and accessories in accordance with the design and specification requirements. A copy of any literature and or drawings shall accompany the bid along with any applicable information necessary to verify that the vessel meets the required specifications.

4.1.2 The specifications include, but are not limited to, stated conditions, components, etc. The vessel and all components shall be of heavy-duty reinforced construction. Construction shall conform to industry quality and safety standards. The bidder shall acknowledge compliance to each specification by writing the letter "Y" (meaning Yes - Can Comply) to the left of each specification in the space provided. If the bidder cannot comply with a specification, the bidder shall write the letter "N" (meaning NO - cannot comply) to the left of each specification in the space provided. An explanation for a "cannot comply" is required. If extra space is needed, please attach additional sheets accordingly.

4.1.3 The District understands that not all manufacturers design the requested vessel exactly the same. All bids, including "similar to" bids will be reviewed. However, all bids must meet the minimum specifications stated. All "Equal or Equivalent" items shall be reviewed and approved by the District. Substandard or lower quality parts and/or fittings will not be accepted as "equivalent" to stated specifications. At the discretion of the District, a minor deviation from a specification may or may not be allowed. All items shall be new and unused, factory installed by the manufacturer or authorized dealer of the manufacturer. Items installed by a dealer shall be factory quality items with factory quality installation. Failure to follow the specification format or specification requirements may be cause for a bid to be deemed non-responsive.

4.2 DESCRIPTION OF WORK FUNCTIONS

4.2.1 District employs mechanical harvesting to control aquatic weeds, in canals, waterways and lakes throughout the County. Aquatic weed harvester boats are used to remove submerged aquatic vegetation/weeds and other items illegally dumped in the waterways. This prevents aquatic weeds from obstructing the flow of water and blocking the canal systems, which are a critical component of the District's overall drainage system to minimize flooding.

4.2.2 The primary function of the vessel is to tow a plow/cutter behind the vessel to cut or uproot submerged aquatic vegetation. The plow is lowered into the water and retrieved using a rear-mounted hydraulic winch. After the vessel drags this plow/cutter along the bottom, the plow/cutter is dislodged and retrieved to a resting position upon the rear deck area of the vessel. Then, the cut vegetation that floats to or near the surface is gathered and picked up using the front basket. The vessel will then lower the front mounted basket into the water and move forward, gathering the floating vegetation. When the basket is full, it is elevated to retain the

vegetation. The vegetation is then transported to a canal bank or barge within the waterway. The vessel is steered as close as possible to the bank and maintains that position using the front hull design and engine power. After the vegetation is dumped onto the bank or barge, the vessel backs up and resumes gathering and dumping the floating vegetation until this task is completed.

Compliance

_____4.2.3 This vessel is highly specialized with a unique design, and shall be used to harvest aquatic weeds in canals, waterways, and lakes throughout the District. The length, width and height of the vessel are limited due to canal widths, turning radius limitations, water depth and clearance between existing water levels and bridges or culvert structures. Thus, there is little room for variance concerning the length, width, and height dimensions of the vessel as per the specifications. In addition, the vessel is exposed to bottom hazards such as sharp pointed boulders and sunken vehicles. Therefore, the vessel shall be designed with the appropriate bottom protection. The weight of the existing boats is approximately 18,000 lbs.

State Weight_____

4.3 DETAILED DRAWINGS

Compliance

_____4.3.1 The District is acquiring this vessel based upon the specifications, requirements, general illustrations, digital photos, etc. Thus, upon completion of the vessel, before shipment to destination, a set of detailed drawings shall be submitted to the District Fleet Management Division to keep for preservation. Bidders not desiring to comply with this requirement may be deemed non-responsive.

4.4 PERIODIC INSPECTION

Compliance

_____4.4.1 The manufacturer shall agree to periodic visits by District representatives to review and/or inspect the construction of the vessels, and to resolve questions, concerns, difficulties, etc.

4.5 PARTS & FITTINGS

Compliance

_____4.5.1 Parts and fittings for the vessel and accessories (i.e. engine & accessories, hydraulic lines, hydraulic pumps and valves, hydraulic motors, hoses, fittings, bolts, hardware, electronics etc.) shall be of a manufacture, design and size that are readily available from South Florida area suppliers.

_____4.5.2 Hydraulic fittings for hoses and pumps shall be #304 or #316 stainless minimum. Tubes shall be a minimum .049 stainless steel. Pot metal, inferior metallic fittings or plastic fittings will not be accepted. Hydraulic hoses shall be Parker #482ST, or District approved equivalent, matched to the size and/or pressure requirements of the hydraulic pumps, and the size and/or pressure operational requirements of the device or equipment.

_____4.5.3 Odd sized or hard-to-find items are absolutely not acceptable, and single source items are not acceptable. The bidder shall submit a listing of suppliers located in the South Florida area who are available to supply parts and fittings for the boats.

Compliance

- _____ 4.5.4 Shipping a defective part to the vendor or manufacturer for inspection before it can be replaced causes an unacceptable delay and downtime. Thus, the vendor shall supply a complete list (also known as a line setting ticket) of all components for the entire vessel, which shall include manufacturer's part name, part number, description, warranty and supplier or vendor (name, address, and phone number), etc. The list shall be mailed to the District, before the completed vessel is shipped. The District shall review the list to ensure that the parts and fittings response is in compliance with Sub-paragraphs 4.5.1 and 4.5.2. **Upon review and approval of the List by the District's Fleet Management Section the vendor or manufacture shall receive written notification to ship the vessel.** If the vessel is ship without authorization from the District "it may not be accepted".

4.6 ACCEPTANCE

Compliance

- _____ 4.6.1 The vessel will be inspected for workmanship. The vessel will be work tested at a District designated location to insure the vessel meets performance requirements. The paperwork (parts lists, line setting ticket(s), legal documents, etc.) will be inspected for completion. When all the listed conditions have been met, the vessel(s) will be accepted and dated by Fleet Management. Contractual terms for payment will commence from the date of acceptance. Failure to comply with the correct documentation or failure to correct any deficiency may delay acceptance and payment.

4.7 HULL CORROSION PROTECTION

Compliance

- _____ 4.7.1 The District shall require the hull of this unit to include the maximum protection from the corrosive elements to which the unit will be exposed. The vendor shall strictly adhere to the specific hull coating requirements. Patch tests of the hull above and below the water line will be conducted by expert Fleet Management technicians to verify that the vendor has complied with specifications 4.7.2 and 4.7.3 listed below.

SURFACE PREPARATION:

- _____ 4.7.2 All structural elements shall be thoroughly cleaned to remove all grease, oil and foreign material. Weld splatter, slag, flux, rust and corrosion shall be completely removed by chipping, wire brushing, shot blasting, sand blasting, etc.

PAINT/COATING OF INTERIOR AND EXTERIOR STEEL SURFACES:

- _____ 4.7.3 **Primer:** All steel surfaces shall be primed with "Ameron International Marine Coatings" or a District approved equivalent product. The primer shall be applied in (2) stages using "Ameron-Amercoat 235 Epoxy" or a District approved equivalent. The first stage shall be the buff color applied with a dry film thickness (DFT) of 5 mils; second stage shall be the off-white color with a DFT of 5 mils.
- _____ 4.7.4 **Finish Coat:** All steel surfaces shall be finish top coated with "Ameron International Marine Coatings" or a District approved equivalent product. The top coat shall be applied using "Ameron-Amercoat 450H Aliphatic Polyurethane" or a District approved equivalent, color Machine Grey. The finish shall be smooth, hard, and free from imperfection with a DFT of 3 mils.
- _____ 4.7.5 **Non-Skid Deck Coating:** All deck areas subject to foot traffic shall have a non-skid coating

such as “Awlgrip-Griptex” or “Interlux 2398 Interthane Non Skid Additive Polymeric”, or a District approved equivalent product. The unit shall be guaranteed against peeling, cracking or oxidation for a period of one (1) year from date of acceptance.

4.8 GENERAL HARVESTER REQUIREMENTS

Compliance

- _____ 4.8.1 The hull configuration shall be a streamlined design to allow the most rapid response to operator controls (steering, forward, reverse). A square barge configured hull is not acceptable. This is a safety issue because the vessel will be operating in fast moving currents near to bridges, floodgates, and dams. Rapid response and maneuverability is critical. (Reference 4.13 General Illustrations)
- _____ 4.8.2 The vessel shall be a completely self-contained system; self-powered, capable of one-person operation on the water, and transportable over land by trailer.
- _____ 4.8.3 The vessel shall be capable of:
1. Towing (dragging) a submerged 1,000 lb. cutting blade (plow) to cut or uproot bottom vegetation.
 2. Gathering floating vegetation and debris with a front mounted basket.
 3. Discharging the load upon a canal/river bank or barge.
- _____ 4.8.4 The vessel shall be capable of each operation independently.
- _____ 4.8.5 The vessel shall be capable of being configured for land transportation without major disassembly.
- _____ 4.8.6 All bolts and fasteners shall be marine grade stainless or cadmium plated Grade 8 as required for corrosion resistance and/or maximum clamping strength.
- _____ 4.8.7 Two (2) complete sets of operating manuals, detailed technical parts bulletin, schematics, engine manual, and operation and maintenance manuals shall be provided.
- _____ 4.8.8 Any required odd shaped, special type, or specially configured tools, which are not standard tools, shall be identified and supplied with delivery.
- _____ 4.8.9 At “No Cost” to the District a factory representative shall conduct eight (8) hours of on-site testing and training for operators and technicians. The time and place shall be determined by mutual agreement between the vendor and the District’s Fleet Management Section prior to delivery.

4.9 VESSEL CONFIGURATION

Compliance

- _____ 4.9.1 The general hull shape, design, and configuration shall be similar to the existing “porpoise shape” hull vessels presently operated by the District (Reference 4.13 General Illustrations).
- _____ 4.9.2 Construction shall be with American Society for Testing Materials (ASTM) specification A131-AH36 grade steel. A 5/16” plate shall be used for the bottom and sides. The side-to-bottom connection seam for the full outside length of the vessel shall include a 3/8” thick, 3” angle to

serve as a wear plate. This angle shall be a continuous weld. Spot welds or stitch welds are not acceptable.

Compliance

- _____ 4.9.3 20 ft long (not including the basket), 8 ft beam.
- _____ 4.9.4 Squared off 45° degree (approximate) front bow design.
- _____ 4.9.5 The engine compartment shall have a protective covering on all side to protect from water intrusion. The engine compartment shall have diamond-plate aluminum hatch covers capable of withstanding foot traffic. The hatch covers shall be designed and fabricated to be opened without strain on the operator. Gas lift-support cylinders shall be installed on the hatch covers to assist lifting and holding covers in the open position. A central locking system shall be incorporated into each hatch cover with lockable handle located in operator compartment (each shall consist of single rod with doglegs that engage rings attached to bottom side of hatch when in locked position).
- _____ 4.9.6 A ridge vent shall be constructed between engine hatch covers that shall supply fresh air to engine compartment while preventing the direct water entry. The ridge vent shall match the engine hatch cover in length excepting the last 28 inches before the winch compartment. Ridge vent height shall not exceed 2 inches; airflow entry shall follow an “S” path configuration.
- _____ 4.9.7 The operator compartment shall have a protective covering on all sides to protect from water intrusion. The operator compartment shall be fitted with ¼” diamond plate aluminum hatch covers. The hatch covers shall be in 3 sections designed with forward-most hatch sliding forward within a set of roller tracks, then the middle and rear covers folding on top of and ahead of the operator compartment when in the open position. The hatch covers shall be secured with padlocks when closed. (Reference 4.13 General Illustrations includes “Drawings”)
- _____ 4.9.8 Lower dash shall be padded with (4’x 54” with minimum 4” padding).
- _____ 4.9.9 Two pedestal seats “Garelick — 48360” or District approved equivalent.
NOTE 1: The seats shall have 360 degrees swivel, and fore and aft adjustment capability.
- _____ 4.9.10 Steering shall have a system which is hydraulically isolated from the basket lift and tilt system. Steering shall be with a minimum 17” wheel thru a “Char-Lynn Steering Unit”, or District approved equivalent, and a “Kobelt” 7050-B7.5 or District approved equivalent steering cylinder (metallic piston required).
- _____ 4.9.11 Dash gauges and control panel shall be (“John Deere Marine” or District approved equivalent) and shall include, but not be limited to tachometer, fuel gauge, voltmeter, engine temperature.
- _____ 4.9.12 A weatherproof marine grade AM-FM Stereo Radio (“Poly-Planar” MRD60 or District approved equivalent) shall be installed in the dash with (2) enclosed weatherproof marine grade speakers (“Poly-Planar” MA800 or District approved equivalent) installed below the dash cockpit panel and a rear deck mounted short flex rubber antenna (“Shakespeare” 4355 or District approved equivalent).
- _____ 4.9.13 (1) Fan (“Flex-a-Lite” #116Y or District approved equivalent) shall be installed into starboard side of the rear cockpit safety shield. The fan shall be wired with flex-coiled wire to provide

unrestricted up & down travel of safety shield. The fan shall be controlled thru a dash-mounted switch.

Compliance

- _____ 4.9.14 The electrical system shall be equipped with a marine grade “battery-disconnect” switch and a waterproof “DC Hi-Amp” circuit breaker for the fire suppression system which shall be wired to “hot-side” of battery disconnect.
- _____ 4.9.15 The electrical system shall include a sealed marine grade circuit-breaker panel located in the cockpit dash to protect all lighting and accessory circuits.
- _____ 4.9.16 Latest up-to-date (per current regulation) fire suppression system.
- _____ 4.9.17 Skeg System for steering and stability shall include rudder stops @ 35 degrees port & starboard. Access shall be provided for maintenance of rudder shaft and steering cylinder.
- _____ 4.9.18 Navigation lights and horn per U.S. Coast Guard requirements.
- _____ 4.9.19 Rubrails / Rubwear protection:
Exposed gunnels, bow, and sides shall include half round steel pipe front-to-back. Top of gunnels and bow shall be additionally protected with 4”x 4” reinforced plastic lumber (“TriMax Structural Plastic Lumber” or District approved equivalent). The plastic lumber shall be white in color.
- _____ 4.9.20 Four heavy duty lifting eyes (1” x 6” flat bar) with (3-inch) round openings shall be appropriately installed for “balance” when lifting the vessel from the water and four B40 size D-rings shall be welded to each lifting pad for vessel tie-downs.
- _____ 4.9.21 Port and Starboard sides of front hull/deck shall have pockets/chambers that encompass the basket lifting cylinders. The pockets/chambers shall each have a below deck (16 ½” x 20 ½”) access port with removable cover to provide for maintenance of hydraulic cylinder, and debris removal; (cylinder pin removal bung with PVC cap is also required). The top of the pockets/chambers shall have a coming with flexible neoprene flap covers to allow cylinder movement while providing a seal against the entry of ducks, fish, snakes and other hazards. The pockets/chambers shall drain to the front bilge pump. A drain plug shall be located on the keel or the lowest point of the vessel.
- _____ 4.9.22 The vessel shall be so designed with a low profile so it can navigate under obstructions that are 24” above the surface of the water.
- _____ 4.9.23 The rear deck shall be designed for retrieval and transport of the towed cutter/plow. The cutter/plow dimensions are supplied as part of this bid. (Reference 4.12 and 4.13)
NOTE 2: The existing cutter/plow weight is one thousand (1000) U.S. pounds. The design of the vessel shall take into consideration that the floatplane of the vessel shall include the weight of the cutter/plow on the rear deck. Proper floatplane is critical as the vessel gathers floating vegetation and operates the basket.
- _____ 4.9.24 Each compartment shall include a submersible 1000 gallons per hour (minimum) capacity (automatic with manual override) bilge pump with thru-hull fitting.
NOTE 3: Pumps shall be wired to “hot-side” of battery disconnect.

Compliance

- _____ 4.9.25 The keel coolers shall be bow-to-stem (not starboard to port) configuration constructed with 8” steel channel. They shall be so designed and fabricated to allow sufficient water flow, while protecting the keel cooler tubes from vegetation and debris accumulation. An alternative configuration may be acceptable provided it is pre-approved before bid submission.
- _____ 4.9.26 The vessel shall be designed with access ports strategically placed for easy access to hard-to-reach areas in order to service and repair the engine, transmission, hydraulics, accessories, etc. accordingly.

4.10 POWERTRAIN

Compliance

- _____ 4.10.1 The engine shall be a diesel “John Deere” Model 6068ATFM 231 Rated Gross Horse Power @ 2300 rpm, or a District approved equivalent; air and oil filters; industrial muffler; above water exhaust; keel cooled; electronic shut down system for low oil (10 psi), overheat (220 degrees), with warning light, audible alarm, and manual override not exceeding 30 seconds in duration; minimum 80 U.S. gallon fleet tank capacity; fuel-water separator (not heated) with paper filter element. Engine oil pan shall be fitted with drain hose with quick-connect fitting.

State Engine: Make _____ Model _____ HP _____
Number of Cylinder _____
- _____ 4.10.2 Transmission shall be a synchronized to match above engine.

State Transmission: Make _____ Model _____ HP _____ Ratio: _____
- _____ 4.10.3 Engine and transmission shall have individual/independent mounting. Engine shall have (4) mounts independent of transmission mounts, so as to allow removal of transmission for maintenance without disturbing engine mountings.
- _____ 4.10.4 Hydraulic system shall be a “Parker-Tyrone” tandem pump or District approved equivalent. Hydraulic pickup shall be located 1” above the bottom of the tank and return line at the top of the tank. Hydraulic tanks shall have ball-valve shut-offs installed on pump supply line and on both sides of return line filter. All ball valves shall be safety tie wired to the “Open” position.
- _____ 4.10.5 All hoses shall be number-marked indicating component attachment and/or function, (Shall correspond with indications on hydraulic schematic).
- _____ 4.10.6 A keel cooler shall be incorporated to maintain hydraulic system temperature.
- _____ 4.10.7 Magnetic plugs shall be fabricated and installed in all tanks.
- _____ 4.10.8 Engine shall be equipped with a sealed coolant system with “John Deere” long-life coolant or District approved equivalent. Heat exchange cooling shall be accomplished through the keel coolers.
- _____ 4.10.9 Shaft shall be installed with Cutlass or approved equal bearings.
NOTE 4: The District will make an existing shaft available to the bidder for review so it can be designed and fabricated with the same dimensions accordingly.

Compliance

- _____ 4.10.10 Quality marine shaft-through-transom packing with bronze compression ring.
- _____ 4.10.11 Three blade stainless steel (RH-28 x 17 x 3, 2” bore) propeller with weedless design matched to engine and transmission for maximum power-over-speed ability or District approved equivalent.
- _____ 4.10.12 Ladder rungs/steps shall be installed on engine side of the firewall between cockpit and engine compartment to provide ingress and egress.
- _____ 4.10.13 Engine compartment floor shall have a removable grate-type walk surface.
- _____ 4.10.14 Grease fittings for shafts, bearings, sleeves, etc. shall be easily accessible for servicing. Where access is limited, a grease tube / hose with a remote grease fitting shall be installed to provide grease maintenance without removal of component covers; (i.e. drive shaft thru-hull bearing, basket lifting arm cylinder base pins, etc.).

4.11 BASKET AND WINCH

Compliance

- _____ 4.11.1 Basket dimensions shall be 8’x 4’x 4’ with recessed arms; covered with 3 lb rated expanded metal. The bottom front edge of the basket shall include teeth constructed from ½” thick structural steel plate and shall measure 96” by 6”, with 3” teeth cut at 45 degree angles. (Reference 4.13 General Illustrations)
- _____ 4.11.2 Hydraulic lift cylinders — “Ga. Hyd. 303020PP-39.625” or District approved equivalent; for maximum height lifting capability; all pivot points shall incorporate bronze bushings with pivot pin grease fittings.
- _____ 4.11.3 Hydraulic tilt cylinders - “Monarch 20TL24-112” or District approved equivalent; for maximum tilt / dumping capability, all pivot points shall incorporate bronze bushings with pivot pin grease fittings.
- _____ 4.11.4 Basket shall be equipped with mechanical stops to limit tilt angle and prevent tilt cylinder damage.
- _____ 4.11.5 Steel hydraulic lines shall be configured and recessed within “I-Beams” to prevent damage.
- _____ 4.11.6 Winch shall be a hydraulic powered “Tulsa 11-1138” or District approved equivalent, 10,000 lb capacity with multiple speeds and free spool capability. Winch shall be configured to allow visibility to operator; (top of spool should be no more than 10½” above deck).
- _____ 4.11.7 Winch compartment shall be designed and built to prevent debris from entering engine compartment; (i.e.; expanded metal protection).
- _____ 4.11.8 There shall be six (6) 2”x 12” roller type vertical cable-guide posts (posts shall be solid round bar surrounded with replaceable pipe), solid round bar shall have an upper washer & retainer pin/bolt and lower wear plate to prevent deck damage.
- _____ 4.11.9 The rear plow storage roller shall be constructed of solid 3” x 56” round bar with ends machined to 1” diameter for pillow block bearing retention.

Compliance

- _____ 4.11.10 A hydraulic tool circuit shall be provided with “Parker FS-Series” ½” quick-connect fittings or a District approved equivalent product; which shall be located on the port side of the operators compartment, rear of center.

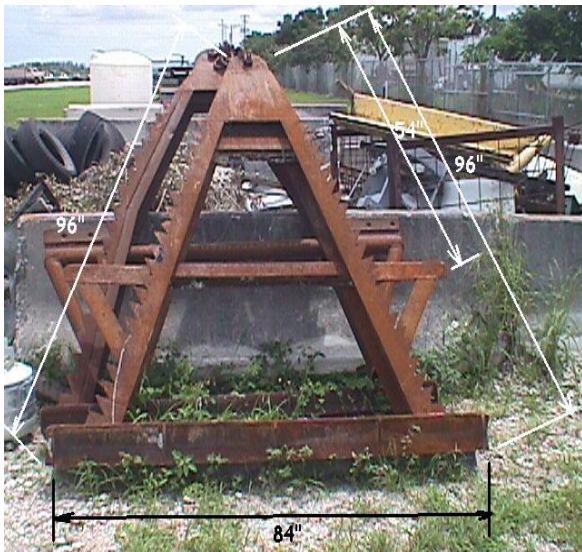
- _____ 4.11.11 A rear cockpit safety shield shall be designed to protect the operator when the vessel is in the towing or cutter/plow winch recovery mode of operation. It shall protect the operator from impact or “whipping” from a snapped/broken winch wire rope. A control shall be installed on dash to provide up-down operation.

- _____ 4.11.12 All hydraulic operated functions except tool circuit shall be controlled with motorspool (open-center) flow control valve(s) with spring return to neutral. The tool circuit valve shall be (open-center) and have a detent in the open/on position with a 1800 psi relief. There shall be (5) individual valves; (basket raise/lower function, basket tilt/ dump function, winch, tool circuit and cockpit safety shield). The valves shall control operational speed of each hydraulic function and shall incorporate a hydraulic pressure relief.

4.12 PLOW

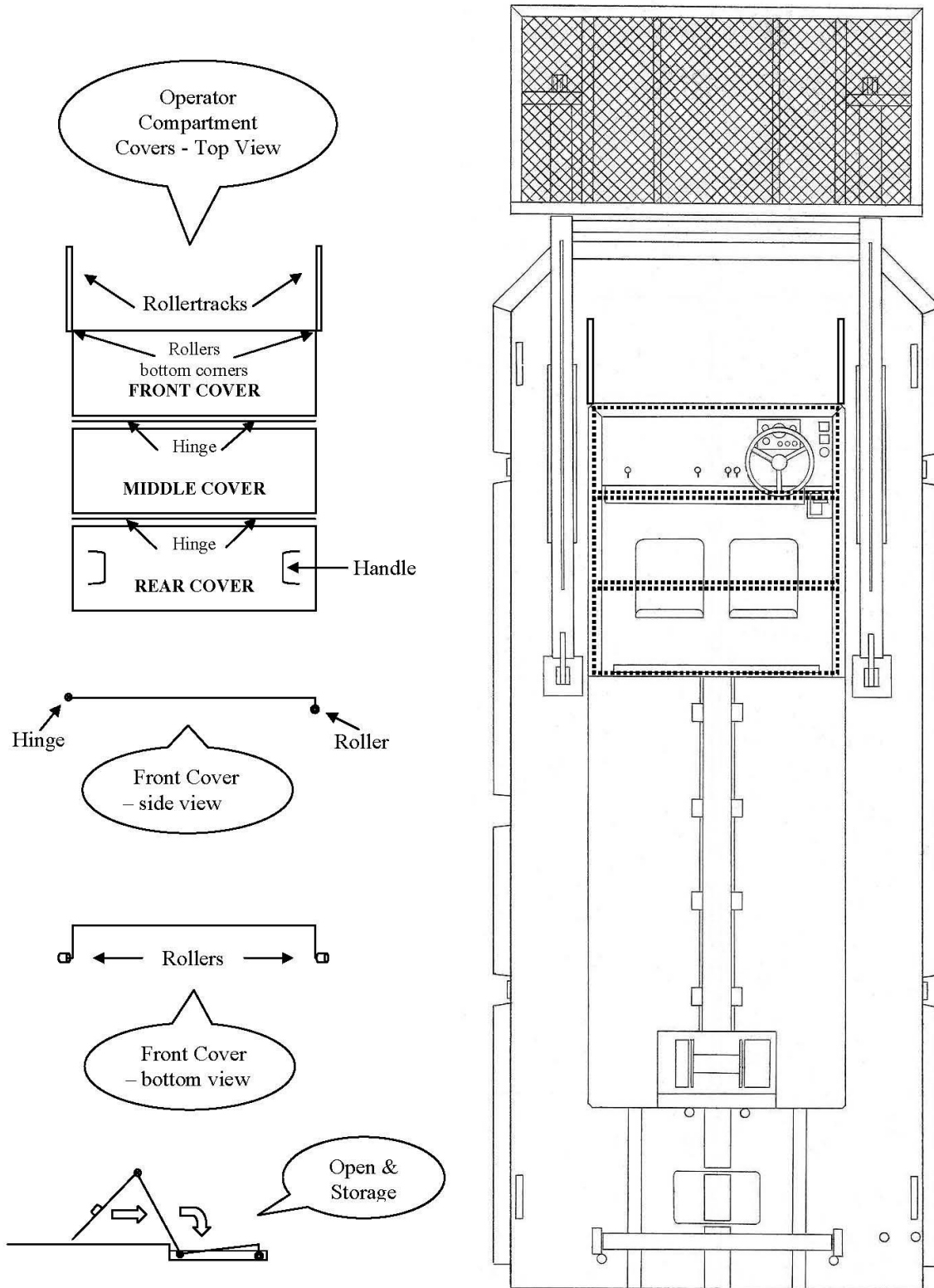
Compliance

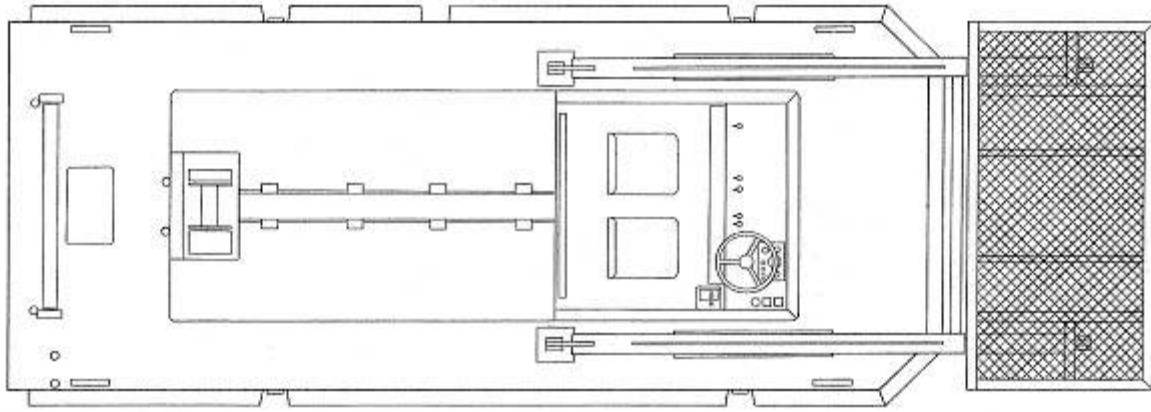
- _____ 4.12.1 Plow shall be designed and constructed with ½” steel I-Beams, with a 1” solid front pulling bar/eye utilizing the below dimensions:



4.13 GENERAL ILLUSTRATIONS OF WEED HARVESTER BOAT

The drawings and illustrations below are only for the purpose of showing a general configuration of the vessel and should not be considered to scale.





Vessel dumping vegetation (below)



Vessel with plow pulled up onto the stern & winch guard up (below)



Vessel from rear showing cable guides & rear roller (below)



Dry Dock Front View (below)



Vessel picking up Vegetation (below)



Vessel on Transport Trailer (below)



4.14 WARRANTY

Compliance

____ 4.14.1 The manufacturer shall provide in writing, with the bid, and the delivery of the boat, detail warranty information. For any warranty repairs, the manufacturer shall facilitate the transportation of the unit to and from a local facility. Warranty starts when the District accepts the boat as meeting specifications.

4.15 DELIVERY

Compliance

____ 4.15.1 DELIVERY per District Delivery Specification DELIVERY-1-07 (See Sample - Attachment 1).
____ 4.15.2 Delivery date for this unit shall be subject to the estimated date on the Purchase Order. Delivery time is negotiable depending on, if the circumstances causing the delay are beyond the manufacturer's control.

4.16 LEGAL DOCUMENTS per District Legal Specification LEGAL-1-07, (See Sample – Attachment 2).

Compliance

____ 4.16.1 The following legal documents for State of Florida Registration:
1. Original Invoice.
2. Signed and Notarized Manufacturer's Certificate of Origin (MCO).
3. Boat weight shall be indicated on the MCO.
4. Copy of Purchase Order (See Sample – Attachment 3).

1. HAS EACH SPECIFICATION BEEN ACKNOWLEDGED BY INITIALING “Y” OR “N” TO THE LEFT OF EACH SPECIFICATION IN THE SPACE PROVIDED? ____ YES ____ NO

2. HAS THE BID FORM ON PAGE 10 BEEN COMPLETED? ____ YES ____ NO

Attachment 1
(Sample)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SPECIFICATION NO.: DELIVERY-1-07

DELIVERY

PRIOR TO DELIVERY (two business days), the vendor shall notify Fleet Management of the intended delivery by contacting _____.

Delivery shall be on business days before 2 PM (Monday through Friday) at one of the following South Florida Water Management District Field Stations. Specific delivery point shall be indicated on the Purchase Order. Bidder shall submit a single vehicle price, which shall include delivery to any of the following locations:

Qty	Location	Contact	Phone #	Ext	Address
1 ea	FT. Lauderdale Field Station				

Deliveries after 2 PM will not be accepted until the following business day.

The vendor shall be responsible for unloading the vehicle(s). District personnel and equipment will not be available.

Vehicle(s) shall be serviced and ready for operation.

All associated books and manuals shall be delivered with the vehicle or equipment to the delivery location.

All original paperwork (warranty, invoice, MSO, HSMV form #82040 and all other legal documents, etc.) shall be personally delivered or sent registered mail to the Fleet Management business office, attention _____ using the following address: **SFWMD, Fleet Management Department, 3301 Gun Club Road, West Palm Beach, Florida 33406.**

Processing for payment shall NOT commence until the unit is delivered in total (including all legal documents and paper work etc.), and all deficiencies are corrected.

Attachment 2
(Sample)

**READ
THOROUGHLY**



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SPECIFICATION NO.: LEGAL-1-07

LEGAL DOCUMENTS

**READ
THOROUGHLY**

The vehicle(s) will not be accepted and processed for payment without the following CORRECTLY COMPLETED legal documents delivered or mailed to:

Attn: _____

South Florida Water Management District
Fleet Management Department
3301 Gun Club Road
West Palm Beach, FL 33406

This includes a unit delivered from secondary vendors installing bodies, winches, and other equipment. **Be prepared to have the unit declared "undelivered" if the legal documents are missing or incomplete.**

1. Prior Notification

The vendor shall notify, by telephone, the South Florida Water Management District Fleet Management Division 24-hours prior to vehicle delivery. Office hours are 7:30 am to 3:30 p.m. Monday through Friday. Delivery hours are 7:30 a.m. to 2:00 p.m. (see Delivery specification)

Fleet Management Contact Personnel:

_____: (561) 682-____ or
_____: (561) 682-_____

2. Original Invoice

The invoice shall be to South Florida Water Management District. Vendor will receive payment for the vehicles/equipment much quicker if legal documents are delivered directly to the Fleet Management Department prior to delivery.

3. Copy of Purchase Order.

4. Copy of Manufacturer's Certificate of Origin and all associated paper work.

- a. The vendor shall fill out all applicable areas as necessary.
- b. Documents for equipment, vehicles and trailers shall state curb / shipping weight.
- c. Documents for watercraft shall state length and curb / shipping weight.
- d. Processing of the #82040 form with the title shall be completed by the vendor.

5. Copy of Department of Highway Safety and Motor Vehicles Form # 82040

- a. This form is the "Application for Certificate of Title" for vehicles and vessels.
(Special Note - The South Florida Water Management District titles all vessels).

- b. It shall be the latest October, 2003, State of Florida form and be included with the vehicle/trailer/vessel delivery showing application for Tag, Title and Registration. (Special Note - The South Florida Water Management District requires a special yellow license plate issued by the State of Florida).
- c. **BE SURE** to fill out the “sales tax report” section.
 - 1. Include Dealer License Number
 - 2. Include Dealer / Agent Signature
 - d. The date on this form shall be the same as the date on the MCO odometer section.
Direct any questions to the District Fleet Management office.

6. TWO (2) 30-Day Temporary Vehicle Tags (off road construction equipment exempt)

Two (2) temporary paper tags shall be issued by the vehicle dealer/agent which will allow the vehicles and trailers to be operated on Florida roads and highways legally while awaiting the permanent yellow State (WMD) Tags available only from Tallahassee. Tag issuance from Tallahassee is historically slow, thus, the two (2) temporary tags are required back to back. Cost shall be included in the bid. The first two temporary tags shall accompany the vehicle with delivery. The District shall make a request to the vehicle dealer/agent for an additional 3rd temporary tag if necessary.

7. Final Vehicle Certification

As per the Federal Motor Vehicle Safety Regulations: Vehicles delivered with a service, dump, 5th wheel, or utility body installed on a cab-chassis shall include a "Final Vehicle Certificate" attached to the metal (not plastic) behind the drivers seat (All Cranes shall also include a current “Crane Certification”). Failure to include this document shall result in refusal to accept delivery.

EXAMPLE OF #82040 FORM

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTOR VEHICLES
NEIL KIRKMAN BUILDING - TALLAHASSEE, FL 32399-0610

APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION

APPLICATION TYPE: ORIGINAL TRANSFER VEHICLE TYPE: OFF-HIGHWAY VEHICLE MOTOR VEHICLE MOBILE HOME VESSEL

1 OWNER / APPLICANT INFORMATION					
Customer Number		Unit Number		Fleet Number	
<input type="checkbox"/> OR <input type="checkbox"/> AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate <input type="checkbox"/> Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship Owner's County of Residence: _____					
Owner's First Name, Full Middle/Maiden Name, Last Name		Date of Birth	Sex	FL Driver License or FEID/Suffix Number	
Co-Owner's First Name, Full Middle/Maiden Name, Last Name		Date of Birth	Sex	FL Driver License or FEID/Suffix Number	
Lessee's First Name, Full Middle/Maiden Name, Last Name		Date of Birth	Sex	FL Driver License or FEID/Suffix Number	
Owner's Mailing Address (Mandatory)		City	State	Zip	
Co-Owner's or Lessee's Mailing Address (Mandatory)		City	State	Zip	
Owner's or Lessee's Physical Street Address in Florida (Mandatory)		City	State	Zip	
Physical Address of Mobile Home (if applicable) Check if in a mobile home rental park with 10 or more lots. <input type="checkbox"/>		City	State	Zip	
Mail To Customer Name (if different from Above Owner)		Date of Birth	Sex	FL Driver License or FEID/Suffix Number	
Mail To Customer Address (if different from Above Mailing Address)		City	State	Zip	
2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION					
Vehicle/Vessel Identification Number		Make/Manufacturer	Year	Body	Color
Previous State of Issue	License Plate or Vessel Registration Number	Weight	Length ft. in.	BHP/CC	GVW/LOC
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Houseboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Canoe <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Airboat <input type="checkbox"/> Other _____ <input type="checkbox"/> Inflatable <input type="checkbox"/> Sailboat Specify _____		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Fiberglass <input type="checkbox"/> Steel <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other _____ Specify _____		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Sail <input type="checkbox"/> Inboard <input type="checkbox"/> Air Propelled <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other _____ Specify _____	
FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other _____ Specify _____		*DRAFT OF VESSEL (The depth of water a vessel draws) FT. _____ IN. _____ *For all vessels 20' or more in length and all redwater		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER: _____	
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Commercial Live Bait <input type="checkbox"/> Exempt <input type="checkbox"/> Hire (Lease) <input type="checkbox"/> Commercial Mosquito <input type="checkbox"/> Government <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Other		Are you a Florida resident? <input type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input type="checkbox"/> no		Owner <input type="checkbox"/> yes <input type="checkbox"/> no Co-Owner <input type="checkbox"/> yes <input type="checkbox"/> no	
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers		State of Principal Use: _____			
3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)					
<input type="checkbox"/> SHORT TERM LEASE <input type="checkbox"/> LONG TERM LEASE <input type="checkbox"/> REBUILT <input type="checkbox"/> POLICE VEHICLE <input type="checkbox"/> PRIVATE USE <input type="checkbox"/> TAXI CAB <input type="checkbox"/> FLOOD VEHICLE <input type="checkbox"/> JET VEHICLE <input type="checkbox"/> ASSEMBLED FROM PARTS <input type="checkbox"/> REPLICA <input type="checkbox"/> KIT CAR <input type="checkbox"/> SLIDER KIT <input type="checkbox"/> MANUFACTURER'S BUY BACK <input type="checkbox"/> ELECTRIC VEHICLE					
4 LIENHOLDER INFORMATION					
CHECK IF ELY CUSTOMER <input type="checkbox"/>		FEID # or DL # and Sex and Date of Birth		Date of Lien	
Lienholder's Address		City		State Zip	
<input type="checkbox"/> If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: _____ (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)					
5 TRANSFER TYPE					
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?					
<input type="checkbox"/> SALE <input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY) _____		DATE ACQUIRED: _____			
6 ODOMETER DECLARATION					
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.					
I STATE THAT THIS MOTOR VEHICLE'S <input type="checkbox"/> 5 DIGIT OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS _____ (do not tenths) MILES, DATE READ _____ AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED IN THIS DOCUMENT, UNLESS ONE OF THE FOLLOWING IS CHECKED:					
CAUTION: DO NOT CHECK		<input type="checkbox"/> 1. I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS			
ACTUAL MILEAGE		<input type="checkbox"/> 2. I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING -- ODOMETER DISCREPANCY			
7 DEALER SALES TAX REPORT					
FLORIDA SALES TAX REGISTRATION NUMBER		DATE OF SALE	DEALER LICENSE NUMBER	AMOUNT OF TAX	DEALER / AGENT SIGNATURE

HSMV 82040 (REV. 10/04) 8 http://www.hsmv.state.fl.us

EXAMPLE OF BACK OF "MCO" FORM

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">DISTRIBUTOR DEALER Assignment Number 1</p>	<p>Each undersigned dealer certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any other state, territory or possession and the vehicle is not subject to any other lien or other claim (see those disposed herein) and warrants title to the vehicle.</p> <p>FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p> <p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenite</p> <p>DEALER _____ BY: _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public</p> <p>State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">DISTRIBUTOR DEALER Assignment No. Number 2</p>	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenite</p> <p>DEALER _____ BY: _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public</p> <p>State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">DISTRIBUTOR DEALER Assignment Number 3</p>	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenite</p> <p>DEALER _____ BY: _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public</p> <p>State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">DISTRIBUTOR DEALER Assignment Number 4</p>	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenite</p> <p>DEALER _____ BY: _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public</p> <p>State of _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">ODOMETER DISCLOSURE FOR RETAIL SALE</p>	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenite <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p style="text-align: right;">WARNING ODOMETER DISCREPANCY</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) _____ Dealer's No. _____ Signature(s) of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public Printed Name(s) of Purchaser(s) _____ State of _____ Address of Purchaser(s) _____ County of _____</p> <p style="text-align: center;">USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">LEASHOLDER</p>	<p>1st lien in favor of _____ whose address is _____ 2nd lien in favor of _____ whose address is _____</p>

Attachment 3



South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, FL 33416-4680
 Telephone (561) 686-8800, Ext. 6391
 Toll Free Line 1-800-432-2045

PURCHASE ORDER

FLORIDA SALES TAX EXEMPTION #85-8013149859C-9
 FEDERAL TAX EXEMPT #59-74-0072K

ALL ITEMS ARE SHIPPED F.O.B DESTINATION UNLESS FREIGHT CHARGES ARE ITEMIZED BELOW.

THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE.		PAYMENT TERMS PAY WITHIN 30 DAYS NET.	
PAGE NO. of	DATE OF ORDER	EST. DELIVERY DATE	
VENDOR NO.	PURCHASING AGENT	PHONE	CONFIRMING
F.O.B		DESTINATION	

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LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Line	Quantity	Unit	Part Number and Description	Unit Price	Total Amount
			Sample		
NOTE: . Prices displayed govern the purchase order transaction. . Early payment discount invoices receive priority handling. . The attached Purchase Order terms & conditions, pages 1 through 2 apply				Page Total	
				Grand Total	

SEND ALL INVOICES TO:
 South Florida Water Management District
 P.O. Box 24682
 West Palm Beach, FL 33416-4682

 Authorized Agent
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 An Equal Opportunity Employer - M/F/H/V

PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT's PURCHASE ORDER number and original invoices (clearly marked "Original") shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, Box 24682, West Palm Beach, FL 33416-4682. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may also be submitted electronically via e-mail or fax. It is the policy of the DISTRICT that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all DISTRICT requirements as specified in the PURCHASE ORDER for invoice submission. The time at which payment shall be due from the DISTRICT shall be forty-five (45) days from receipt of a proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the DISTRICT conditions that are detailed herein. If all conditions are met and payment is not made by the DISTRICT in this timeframe, interest shall accrue after 30 days at the rate of 1% per month on the unpaid balance. The VENDOR must invoice the DISTRICT for any accrued unpaid interest.

INDEMNIFICATION. For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

TERMINATION FOR DEFAULT. In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

RECORDS RETENTION/AUDIT. The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

NONDISCRIMINATION. The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

PUBLIC ENTITY CRIMES/SDN LIST. The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

PUBLIC ACCESS. The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

DISTRICT'S TAX EXEMPTION. The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

ASSIGNMENT/GUARANTOR. The VENDOR shall not assign, delegate or otherwise

transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

FORCE MAJEURE. Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

AMENDMENTS. This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

ORDER OF PRECEDENCE. Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

ENTIRE AGREEMENT. This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

Additional Terms and Conditions for Commodities:

COMPLIANCE. The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

SHIPMENT UNDER RESERVATION PROHIBITED. VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

VENDOR TO PACKAGE GOODS. VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

PRICES QUOTED. The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL. The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

VENDOR NOT TO LIMIT WARRANTY. The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

TERMS/PROVISIONS. Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

Additional Terms and Conditions for Services:

STATEMENT OF SERVICES. The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions and testimony. This paragraph shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached hereto. The VENDOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

INSURANCE. The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements.

OWNERSHIP. The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

COMPLIANCE/LICENSES. The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

INDEPENDENT CONTRACTOR. The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

SEVERABILITY. Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, to the extent that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

DISPUTES. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

IMMIGRATION. The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the District. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the District. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

CHANGE IN PERSONNEL. The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

BACKGROUND CHECKS. The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

FINGERPRINTING. In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT critical structures when accompanied by appropriate DISTRICT staff, a fingerprint-based criminal history check will not be required. The DISTRICT's Project Manager or designated DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

MARKETING. VENDOR may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review, and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.

EMPLOYMENT BENEFITS. VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE DISTRICT. VENDOR EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE DISTRICT'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD VENDOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT. IN THE EVENT VENDOR IS SELF EMPLOYED, VENDOR EXPRESSLY REPRESENTS THAT VENDOR IS AN INDEPENDENT VENDOR AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT VENDOR MAY BE ENTITLED TO RECEIVE SHOULD VENDOR BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT.

STOP WORK ORDER. The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.



Attachment 4

**STATEMENT OF NO RESPONSE
SOLICITATION NO. 6000000421**

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Department
South Florida Water Management District
P.O. Box 24680, West Palm Beach, FL 33416-4680
Fax Number: 561-681-6275

REASONS:

- 1. _____ Do not offer this product / service or an equivalent.
- 2. _____ Schedule would not permit.
- 3. _____ Insufficient time to respond to solicitation.
- 4. _____ Unable to meet specifications / scope of work.
- 5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. _____ Specifications not clear.
- 7. _____ Unable to meet bond and / or insurance requirements.
- 8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? Yes No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

Attachment 5

RFB No. 6000000421
Drug-Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, in the event of a tie bid, preference must be given to a business which has implemented a drug-free workplace program. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1) notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction or, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

By: _____
Authorized signature