



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: 6000000257 Issue Date: April 20, 2009 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION GOAL: 25% BID EQUALIZATION PERCENTAGE (INSERT "N/A" IF NOT APPLICABLE): N/A
Title: FACILITIES MANAGEMENT ELECTRICAL /HANDYMAN CONTRACTOR		
Purpose: The purpose of this RFB is to solicit bids from qualified respondents for an electrical/handyman contractor for maintenance, repair and remodeling of occupied buildings of various ages and with various mechanical systems located in Palm Beach County, FL. The contract will be for up to a three year period. A more complete description of the technical specifications can be found in Part 4 of this RFB.		
Inquiry Period: April 20, 2009 thru May 5, 2009 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Marilyn Ivory, Contract Specialist Telephone No: (561) 682-6381 E-Mail: mivory@sfwmd.gov Fax No: (561) 682-5381	
Note: All technical inquiries must be submitted in writing via Fax or E-Mail.		
Deadline For Bid Submission: MAY, 20, 2009 - 2:30 P.M. 1 Original and 2 Copies 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) 682-6391 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 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Compliance Disclosure Form Part 4. Statement of Work/Specifications Part 5. Small Business Enterprise (SBE) Program including SBE Subcontractor Participation Schedule and Statement of Intent to Perform as a Subcontractor		Attachments: 1. Statement of No Response 2. Insurance Requirements (Exhibit H) 3. Sample Contract 4. SBE Contractor List

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.

		Have you met the bid submission deadline established in the solicitation?
		Have you submitted the required number of complete copies of the bid?
		Have you attached a completed and signed Compliance Disclosure Form?
		Are there minimum license requirements? If yes, has evidence been included in the bid?
		Have you provided evidence of the ability to meet the bonding requirements, if applicable?
		Have you provided evidence of the ability to obtain appropriate insurance coverage?
		Are you in good standing with the Florida Secretary of State (corporations and partnerships)?
		Have the Client Reference Forms been completed and attached to the bid?
		Have you met the Small Business Enterprise (SBE) subcontracting goal? (see solicitation cover page and Part 5)
		• Statement of Intent to Perform as an SBE Subcontractor form completed and signed
		• SBE Subcontractor Participation Schedule form completed and signed
		• Proof of certification

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 bidder's 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 representations and certifications, including a Non-Collusion certification, 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 2.1). 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 SPECIALLY DESIGNATED NATIONALS AND
BLOCKED PERSONS

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The applicant 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. The District, in the event of such termination, shall not incur any liability to the applicant for any work or materials furnished.

1.7 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 Contract Specialist/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.

1.8 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.

1.9 SMALL BUSINESS ENTERPRISE (SBE) 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's Small Business Enterprise (SBE) Program is designed to help small businesses participate in District procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. In accordance with Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"), the District has established an SBE participation goal for this solicitation as indicated on the cover page of this solicitation. Refer to Part 5 for additional SBE guidelines and information.

1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract Specialist/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).

1.11 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.

1.12 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.

1.13 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.

1.14 STATEMENT OF NO RESPONSE

Potential respondents who have determined not to submit a bid in response to this solicitation are encouraged to complete the 'Statement of No Response form' attached to the solicitation cover page and return it to the District by the deadline for response submission. The envelope must be plainly marked – include solicitation number and the reference: "No Response."

1.15 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.

1.16 SAMPLE CONTRACT

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

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

1.17 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.

1.18 TAX EXEMPT STATUS

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

1.19 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 SBE Utilization Plan shall be submitted with the bid. 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) 682-6391 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.

1.20 ASSIGNMENT OF RESPONSE

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

1.21 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.

1.22 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.

1.23 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. 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.

Other conditions which shall cause rejection of the bid, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting as the Prime Contractor or Prime Consultant more than one bid, evidence of collusion among respondents, or evidence that the Prime Contractor/Prime Consultant has a financial interest in another firm seeking to perform the services described in Part 4.

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 1.25.

1.24 GOVERNING BOARD REVIEW

The District will report the final results via the Notice of Intent to Award. Prior to the official posting by the District, the preliminary results will be reviewed by the District's Leadership Team for compliance with Governing Board policies and directives. The ranking results will be forwarded to the Governing Board for final approval.

If the Governing Board identifies issues that are inconsistent with policy objectives, the District will post an official "Reject All Bids" notice. If acceptable to the Governing Board, the District will post the official results on the Friday following Thursday's regular Governing Board monthly meeting.

1.25 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

Following Governing Board acceptance of the final results and 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) 682-6010. 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.

1.26 CONTRACT 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 items, 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. Prior to contract award, the respondent(s) shall submit

documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the District at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

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 1.19 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 and Part 3 for more information)
- (3) SBE Subcontractor Utilization Plan
The District has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive.
(refer to Part 1.9 and Part 5 for more information)

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 each of the conditions noted below for items 1, 2 and 3 (if applicable), 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 for further review.

- (1) Minimum License Requirements

The following minimum licenses will be required for this project: Journeyman's Certificate of Competency or State of Florida Electrical contractor's License.

Bonding Requirements

The following bonds will be required for this project:
< NOT APPLICABLE for this solicitation >

(3) Evidence of Insurance Coverage

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 (1) complete and sign an insurance certificate which meets all of the Exhibit "H" requirements, or (2) 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 Contract Specialist/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 Exhibit "H" Insurance Requirements, attached to this solicitation.

Supplemental Responsibility Review

(4) Corporations and Partnerships

Good Standing with the Florida Secretary of State

The District will review (for all corporations or partnerships) the respondent's corporate status and good standing with the Florida Secretary of State based on the information provided in the Compliance Disclosure Form (refer to Part 3). If the respondent is an out-of-state corporation, the respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of bid submission shall be deemed non-responsible by the District. If successful

in obtaining a contract award under this solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

5) References – Non-District Projects

‘Client Reference’ forms are attached to Part 2, Tab B1 of this solicitation for completion by the respondent to include three (3) references. These references shall consist of two (2) clients of the respondent and one (1) client of the subcontractor or subconsultant team member with the highest percentage of proposed work. Respondents that have no proposed team members (subcontractors and/or subconsultants) shall submit references for three (3) clients. Respondents that have been in business for less than two (2) years shall provide at least two (2) references.

If the ‘Client Reference’ forms attached to Part 2, Tab B1 are not utilized, the respondent shall provide identical information requested by the District for evaluation purposes. Respondents are hereby notified that the District will telephone only the contact name and telephone number provided on the reference form by the respondent. Incorrect, invalid or missing information that prevents contact will result in a zero score for that reference.

Respondents shall include separate and verifiable projects similar to the current solicited work. Past projects shall have been completed within the last three (3) years from the current bid submission date.

Note Regarding References:

- Respondents shall not include District projects
- Respondents shall not list as references any proposed subcontractors or subconsultants
- Respondents shall not list parent or subsidiary companies

Scoring Process for References. The District will contact the respondent’s/team references within 5 business days of bid submission in accordance with the ‘Instructions’ portion of the Reference Questionnaire (attached to Part 2, Tab B2 of the solicitation). Upon completion of the calls, the District will total the points and average the scores for the references to normalize the scoring results. The total number of points

received from the reference calls made for respondents required to provide 3 references shall be divided by 3 to determine the final averaged score. For firms in business less than two years, the total number of points received from the reference calls shall be divided by 2 to determine the final averaged score. Respondents with a final averaged score of ‘5’ or less shall be deemed non-responsible by the District.

(6) Past Performance Records – District Projects

The District will review past performance records for District projects on file. The District will consider the number of contracts involved and/or the extent of deficient performance in each contract for prime respondents when making a determination of responsibility.

(7) 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.

(8) 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 2 - TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000257

The respondent must provide references for two (2) clients and one client of the subcontractor or subconsultant team member for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three years from bid submission. Respondents are expected to provide information on each project by including these forms in their response. If these forms are not utilized, the respondent must provide identical information to the District for evaluation purposes.

Respondents that have no proposed team members (i.e., subcontractors or subconsultants) to accomplish the proposed work shall submit references for three (3) clients. Respondents that have been in business for less than two years must provide at least two (2) references.

Note: Do not include District projects as references, proposed team members or parent/subsidiary companies in your response.

A. Prime Respondent - Client #1

Name: _____

Address: _____

Contact Person: _____ Phone Number (____) _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

B. Prime Respondent - Client #2

Name: _____

Address: _____

Contact Person: _____ Phone Number (____) _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

**C. Client of Subcontractor or Subconsultant
(with highest percentage of proposed work)**

Name: _____

Address: _____

Contact Person: _____ Phone Number (____) _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

[illegible]

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each bid, contact two (2) clients and one client of the subcontractor or subconsultant team.
2. District projects, proposed team members (subcontractors/subconsultants) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times only.
4. Complete all calls within five (5) working days of receipt of bids.
5. Ask each reference the same questions listed below and score appropriately.
6. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
7. Do not obtain another reference as a replacement for a non-responding reference.
8. Incorrect, invalid or missing information that prevents the ability to contact the reference, insert a total score of '0'.
9. Upon completion, return all questionnaires to the designated Contract Specialist for this project.
10. If the referenced project is not similar to the solicited work, describe the work under Item #1 and insert a total score of '0'

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person:	
Telephone Number:	
Date of Contact:	
1. Briefly describe the scope and size of the project performed by the contractor for your company.	
2. Overall, did the contractor adhere to the agreed upon schedule?	Score Yes = 2 points No = 0 points
3. Was the project completed within the overall budget?	Score Yes = 2 points No = 0 points
4. Were there delays in work progress due to unavailability of contractor personnel?	Score Yes = 0 points No = 1 point
5. Did the contractor provide satisfactory and timely responses to your requests for information?	Score Yes = 1 point No = 0 points
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Score Yes = 1 point No = 0 points
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal District oversight?	Score Yes = 2 points No = 0 points
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Score Yes = 2 points No = 0 points
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Score Yes = 0 points No = 2 points
10. How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

The following will be inserted by the Chairperson (Procurement):

Maximum points available for all questions: 15 Points

Total score for this respondent: _____

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 4)
SOLICITATION NO.: 6000000257

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?	☐ Yes ☐ No				
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	

B. Statements of Material Representation

The Respondent, by signing on page four (4) 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 temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Is now on the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons (SDN List).
5. 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.
6. 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 4)
SOLICITATION NO.: 6000000257

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

Item	Description	Quantity	Total Hourly Rate *
A.	Electrical/Handyman Rate	Per Hour	\$ _____ Year One
B.	Helper Rate	Per Hour	\$ _____ Year One
* Respondents shall list the hourly billing rate for the first calendar year of the contract. Should the District exercise its renewal options, any such one (1) year renewal shall be limited to a maximum increase of 3% per year. The District shall use the Electrical Handyman rate for the purpose of determining the lowest responsive and responsible bidder.			
Prime Respondent:			
Telephone Number:	()	Fax # ()	

COMPLIANCE DISCLOSURE FORM (Page 3 of 4)
SOLICITATION NO.: 6000000257

D. Team Composition Plan

ORGANIZATION STATUS

Instructions:

- Identify below the parties that comprise the business association in this response.
- Indicate the type and percentage of work to be performed by the prime contractor or subcontractor(s)
- List each party below or identify on a separate sheet and attach to this Team Composition Plan (Plan).

Business Association	Business Name	Business Address	Business Phone #	Description and Percentage (%) of Work to be Performed by the Prime and Subcontractors	
				Describe Type of Work to be Performed	% of Work
Prime Contractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Joint Venture					
Total Subcontractor Participation			\$ N/A		
Total Contract Amount			\$ N/A		
Total Subcontractor Participation Percentage			%		

COMPLIANCE DISCLOSURE FORM (Page 4 of 4)
SOLICITATION NO.: 6000000257

E. 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 competitive advantage for one or more bidders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) bid as Prime Contractor for the Project described in Part 4 of the RFB will be submitted from the respondent under the same or a different name and that respondent has no financial interest in another respondent for the same Project. 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 four (4) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed and signed by a representative with authority to bind the firm 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

STATEMENT OF WORK FACILITIES MANAGEMENT ELECTRICIAN/HANDYMAN, CONTRACTOR

4.1 INTRODUCTION

The General Services Division is responsible for building maintenance throughout the various administrative locations of the District. This involves preventive and corrective maintenance, reconfiguration of space, remodeling, aesthetics and assuring the infrastructure functionally supports District operations. To this end, the District is seeking a firm to provide the services of Electrical/Handyman, as described in the following statement of work for a maximum three (3) year period.

4.2 SCOPE OF WORK

The Contractor will perform, on a work order basis, a range of skilled services in the maintenance, repair, and remodeling of occupied buildings of various ages, and with various mechanical systems. The Contractor shall be able to diagnose trouble and maintain systems of electrical, mechanical, and HVAC to ensure systems are in good working order. The Contractor shall use current state of the art test equipment to assist in the diagnosis of problems. The Contractor shall be available for emergency response at a flat hourly rate.

The Contractor shall complete assigned work orders, including estimating labor and material requirements. The Contractor shall perform all assignments in accordance with local codes and OSHA safety requirements. Work orders include but are not limited to maintenance of building operating systems, systems furniture electrical installations, remodeling projects, data and TV cable installations, electrical installation and repairs, minor plumbing repairs, emergency clean-up, and handyman support to the Emergency Operations Center during major storm events. This will require 24 hour support during a major storm event. The Contractor will be required to stay over night or longer in the District's Emergency Operation Center until the storm has passed and the all clear has been issued.

This Contract requires the Contractor to maintain a flexible daily and hourly schedule. There will be no guaranteed minimum or maximum number of hours per week. The District will attempt to schedule work in 8-hour increments, however there is no guarantee of schedule and it is anticipated the actual work schedule will frequently vary. Flexible start/stop times will be required, based on occupancy, weather, environmental conditions and type of work scheduled. The Contractor should plan that an average of 35% of all work orders will be performed after normal business hours. Pricing will be a flat hourly rate, without premium for odd blocks of hours or work during non standard (after normal business) hours. The Contractor must be able to provide on-call and emergency response.

The Contractor will travel to various District locations and perform a wide variety of maintenance related tasks. Locations will include various leased and District owned facilities in Palm Beach County, FL.

The Contractor must be able to read and write in the English language.

The Contractor must be familiar with Microsoft Outlook as work assignments are given via email.

The Contractor must have clean driving record and attend SFWMD's drivers training. The work occasionally requires driving a District vehicle.

The Contractor must be able to operate a forklift truck and attend SFWMD's approved operators training.

The Contractor must hold a Journeyman's certificate of competency as an electrician or have at least seven verifiable years experience as commercial electrician.

4.3 WORK BREAKDOWN STRUCTURE

- Maintain and repair external and internal electrical systems for large office complex.
- Review and evaluate complex electrical plans, relevant to proposed new installations to insure adherence to predetermined standards.
- Install new circuitry or florescent lighting in 120 or 277 volt applications.
- Install new outlets.
- Install and terminate new data and TV cable.
- Assist in oversight of contracted services including after-hour janitorial contracts, flooring replacement, maintenance, and repair contracts.
- Perform work associated with upkeep of District facilities
- Provide necessary input for a computerized maintenance management system.
- Maintain and diagnosis building systems to include heating, ventilating and air conditioning, plumbing, electrical/lighting systems in support of preventive maintenance program.
- Perform preventive maintenance on and diagnosis of trouble for air conditioning systems.
- Perform plumbing repairs including adjustment or replacement of flushometers, faucets, setting fixtures, clearing minor blockages.
- Assist in preparation of analyses on all new and existing systems that require component additions or retrofit.
- Conduct scheduled inspections of operating equipment to maintain equipment logs.

4.4 DELIVERABLES

The Contractor shall submit reports detailing projects initiated and completed, work orders completed and work orders backlogged (by work order number).

The Contractor shall submit a time sheet, validated by the respective Building Superintendent, for all hours worked. This time sheet shall accompany all invoices.

The need for building and system familiarity dictate the Contractor consistently provide the same person or persons to perform the work under this Contract. The Contractor must propose individuals to be utilized on work orders under this contract. The District reserves the right to accept or reject any individuals proposed. Training of back-up personnel, for emergency and vacation coverage, shall be conducted by and paid by the Contractor.

The Contractor shall not utilize or invoice for a helper without prior approval from the District's project manager.

4.5 TIME SCHEDULE AND TIME FRAMES

Work Orders will be assigned on an "As Needed" basis, with the District attempting to schedule work in an eight hour per day schedule. The beginning and ending times will vary from a normal 8:00 a.m. to 5:00 p.m. schedule based on weather, environmental conditions, occupancy or the nature of the work.

There will be work scheduled after normal business hours and or weekends as not to disrupt business activities. The District will provide advance notice for all scheduled work to be accomplished outside of normal work hours. Emergency work orders will vary in duration, start time, advanced notice and trade skill required.

4.6 PROJECT LOCATION

Palm Beach County

4.7 PAYMENT

The Contractor shall quote this project on an hourly rate basis. The hourly rate is to be consistent regardless of the number of hours per day, week, or time of day. Payment will be on a bi-weekly basis.

4.8 IMPLEMENTATION

Work Orders will be issued on an "As Needed" basis.

PART 5
SMALL BUSINESS ENTERPRISE (SBE)
PROGRAM
GUIDELINES AND INFORMATION

The DISTRICT's Small Business Enterprise (SBE) Program is designed to help small businesses, including those owned by women and minorities, to participate in DISTRICT procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. Certain pre-bid requirements are defined herein. Failure to comply with these requirements or to submit any of the information required herein shall result in a finding that the Bid is non-responsive and will result in rejection of the Bid.

5.1 SBE Rule

The DISTRICT has implemented Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"). The provisions of the Rule shall apply to all competitive solicitations for commodities, construction, professional and other contractual services and any resulting contract documents including change orders, and amendments.

5.2 Minimum Goal

The DISTRICT has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive.

5.3 Submission of SBE Subcontractor Utilization Plan

Any participation by firms not certified with the DISTRICT at the time of Bid submission will not count towards SBE goal attainment. Bidders are strongly encouraged to contact the DISTRICT's Small Business Enterprise Section at (561) 682- 6446 well in advance of the date set for receipt of Bids to allow sufficient time for review and determination of SBE eligibility and certification.

- A. Bidders shall identify all SBE firms which will be used as subcontractors in this Procurement. The Bid must contain proof that each firm to be utilized as a SBE prime or subcontractor is certified as a DISTRICT SBE. Each subcontractor and prime shall be listed in the SBE Subcontractor Utilization Plan (as defined below) and shall be submitted with the Bid. The listing of SBE's in the SBE Subcontractor Utilization Plan attached with each Bid shall constitute the Bidder's representation to the DISTRICT that the SBE firms are technically and financially qualified and available to perform the assigned work. Failure to provide complete and accurate information shall result in the Bid being deemed non-responsive.

The SBE Subcontractor Utilization Plan shall consist of the following documentation which must be attached to the Bid:

1. The Statement of Intent to Perform as a SBE Subcontractor form, which confirms (1) the intent of the prime to establish a business relationship with each SBE subcontractor; and (2) the SBE participation percent. One form must be completed and signed by each proposed SBE subcontractor. The form Bidders must use to fulfill this requirement is attached to this solicitation.
2. The SBE Subcontractor Participation Schedule form, which identifies all SBE firms which will be utilized as subcontractors, delineates the specific elements of work each SBE firm will be responsible for performing, and identifies the dollar value of the SBE work as a percentage of the total contract value. The form Bidders must use to fulfill this requirement is attached to this solicitation.
3. Proof of certification. Provide proof that each proposed firm to be utilized as an SBE prime or subcontractor is certified by the DISTRICT.

5.4 Bid Equalization (if applicable – see RFB Cover Page)

Pursuant to the DISTRICT's SBE Rule, Bid Equalizations may be used by the DISTRICT to increase the participation of available SBE's in competitive contracting activity by creating a more level playing field when bids are submitted to the DISTRICT.

The maximum Bid Equalization percent shall be determined by the estimated contract value and the dollar ranges as defined below. For solicitations where it is determined by the DISTRICT to use bid equalizations, the DISTRICT shall implement a one percent (1%), five percent (5%) and ten percent (10%) maximum Bid Equalization. In cases where the adjusted lowest SBE firm's responsive and responsible Bid does not exceed the lowest non SBE firm's unadjusted responsive and responsible Bid by the Bid Equalization percentage, the award shall be made to the lowest responsive and responsible SBE firm. Below is an example of Bid Equalization:

Bid Equalization Example using 10% as Incentive Bonus

<u>Bid Incentive example</u>	<u>Lowest Non-Certified Firm</u>	<u>Lowest Certified SBE Firm</u>
<u>Bid</u>	<u>\$100,000</u>	<u>\$103,000 *</u>
<u>Bid Equalization (10%)</u>	<u>-0-</u>	<u><\$10,300></u>
<u>Tabulation</u>	<u>\$100,000</u>	<u>\$92,700</u>
<u>Note:</u> <u>*In this example, the DISTRICT will pay the \$103,000 award, with the difference between the \$100,000 bid and the \$103,000 bid, being the cost the DISTRICT is willing to incur to advance the SBE Program commitment.</u>		

NOTE: Bid Equalization shall not apply to DISTRICT Procurements identified as Sheltered Market (see paragraph 1.05 below) or when all bids received are from SBE firms.

5.5 Sheltered Market (if applicable – see RFB Cover Page)

Pursuant to the DISTRICT's SBE Rule, the DISTRICT shall provide for Sheltered Markets. Sheltered Markets allow for only SBE firms to bid on designated solicitations. Sheltered Market shall be used by the DISTRICT to increase the participation of available SBE's in competitive contracting activity; thereby increasing the capacity and expertise of SBE firms. The DISTRICT shall be guided to select sheltered market solicitations by selecting industries in which small

businesses have usually not had an opportunity to compete.

5.6 – SBE Compliance and Substitution

The contractual provisions that will apply in the event of a contract award are delineated in Article 9 of the Sample Contract attached to this solicitation. The following is an excerpt of key aspects of Article 9.

A. Compliance. The DISTRICT shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of any subsequent contract, the CONTRACTOR shall comply with all SBE plans made in its bid. Compliance for use of SBE's shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After CONTRACT execution, the CONTRACTOR shall maintain the level of SBE participation established in the CONTRACT. Failure to comply with the SBE requirements of an awarded CONTRACT can result in the DISTRICT enforcement any of the compliance provisions in the Rule and the attached sample contract.

B. SBE Substitution. The CONTRACTOR must contact the DISTRICT's Small Business Enterprise when the need to replace an SBE subcontractor occurs. The CONTRACTOR must submit to the DISTRICT's SBE Section an updated version of the following:

1. SBE Subcontractor Participation Schedule form
2. Statement of Intent to Perform as an SBE Subcontractor form

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract #		Date Submitted
Project Name & Location		Project Start Date
Bidder/Proposer	Address	
Contact Person	Telephone #	Fax #

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Bidder/Proposer						
Non-SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

I certify that the above information is true to the best of my knowledge:

	Title	Date
Bidder/Proposer Signature		

STATEMENT OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

SOLICITATION NO. 6000000275

Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
(Name of SBE Subcontractor) ☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture.

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____

(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

SBE Subcontractor Signature

Title

Date

Bidder/Proposer Signature

Title

Date



STATEMENT OF NO RESPONSE SOLICITATION NO. 6000000257

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: _____

EXHIBIT "H"

INSURANCE REQUIREMENTS

In accordance with Article 5 of this CONTRACT, the information listed in this Exhibit "H" defines the various types and limits of insurance the CONTRACTING PARTY is required to maintain during performance of work identified under the applicable Statement of Work for the term of this CONTRACT.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The DISTRICT may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this CONTRACT shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY \$500,000

COMPREHENSIVE FORM
OCCURRENCE FORM
PREMISES / OPERATIONS
DELETE XCU EXCLUSION
PRODUCTS / COMPLETED
CONTRACTUAL
INDEPENDENT CONTRACTORS
BROAD FORM PROPERTY
PERSONAL INJURY
BLASTING
DEMOLITION
WATERCRAFT
POLLUTION

AUTOMOBILE LIABILITY

ANY AUTO \$100,000
OWNED
NON-OWNED

WORKERS COMPENSATION & EMPLOYER'S LIABILITY (Note: Workers Compensation Exemption not accepted)

Coverage: Statutory
Limit: \$100,000 each accident
\$100,000 disease-each employee
\$500,000 disease policy limit

PROFESSIONAL LIABILITY NOT REQUIRED

BUILDER'S RISK / INSTALLATION FLOATER @100% OF VALUE

AIRCRAFT LIABILITY NOT REQUIRED

AIRCRAFT POLICY MUST CONFIRM THAT INSURED IS INSURED TO CARRY PASSENGERS AND PERFORM AERIAL IGNITION.

ENVIRONMENTAL IMPAIRMENT LIABILITY NOT REQUIRED

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

CERTIFICATION OF INSURANCE			Agent/Broker		Insured		
			Name: Address:		Name: Address:		
			Telephone: EMAIL: FAX:		Telephone: EMAIL: FAX:		
A	Carrier Letter I.D.	General Liability (Place check to the left of the coverage provided)	Agent/Broker Certification: Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. Agent/Broker Signature _____ Date _____				
		☐ Comprehensive Form					
		☐ Occurrence form					
		☐ Premises Operations					
		☐ Delete XCU Exclusion					
		☐ Products Completed					
		☐ Contractual					
		☐ Independent Contractors					
		☐ Broad Form Property					
		☐ Personal Injury					
		☐ Blasting					
		☐ Demolition					
☐ Watercraft							
☐ Pollution							
B	Carrier Letter I.D.	Automobile Liability	Policy Limits		Carrier Information		
		☐ Any Auto	Bodily Injury & Property Damage \$ _____ Combined Limit		Company A		
		☐ Owned			Name _____		
		☐ Non - Owned			Policy No _____		
C	Carrier Letter I.D.	Workers' Compensation and Employer's Liability	Statutory Limits \$100,000/Accident \$100,000/\$500,000 Disease		Effective Date _____ Termination date _____		
					Name _____		
					Policy No _____		
					Effective Date _____ Termination date _____		
D	Carrier Letter I.D.	Professional liability	\$ _____ Combined Limit		Effective Date _____ Termination date _____		
					Name _____		
					Policy No _____		
					Effective Date _____ Termination date _____		
E	Carrier Letter I.D.	Builder's Risk/Installation Floater	@100% of Value		Effective Date _____ Termination date _____		
					Name _____		
					Policy No _____		
					Effective Date _____ Termination date _____		
F	Carrier Letter I.D.	Aircraft Liability	Bodily Injuries & Property Damage \$ _____ Combined Limit		Effective Date _____ Termination date _____		
					Name _____		
					Policy No _____		
					Effective Date _____ Termination date _____		
G	Carrier Letter I.D.	Environmental Impairment Liability	Bodily Injuries & Property Damage \$ _____ Combined Limit		Effective Date _____ Termination date _____		
					Name _____		
					Policy No _____		
					Effective Date _____ Termination date _____		
Certificate Holder: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406			Additional Insured: The South Florida Water Management District is named <u>additional insured</u> under the General and Auto liability policies identified herein.			For District Use Only: Compliance with Contractual Insurance Requirements reviewed by: Initials _____ Date _____	

2005 SPWMD Insurance Certification.doc

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SAMPLE CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Address: Project Manager: Telephone No: () - Fax No: () - Hereinafter referred to as: CONTRACTOR	This number must appear on all Invoices and Correspondence SMALL BUSINESS ENTERPRISE (SBE) Participation: 														
PROJECT TITLE:															
The following Exhibits are attached hereto and made a part of this CONTRACT: <table style="width: 100%;"> <tr> <td style="width: 50%;">Exhibit "A" - Not Applicable</td> <td style="width: 50%;">Exhibit "H" - Insurance Requirements</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Not Applicable</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Not Applicable</td> <td>Exhibit "K" - Not Applicable</td> </tr> <tr> <td>Exhibit "E" - Not Applicable</td> <td>Exhibit "L" - Not Applicable</td> </tr> <tr> <td>Exhibit "F" - Not Applicable</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Not Applicable	Exhibit "H" - Insurance Requirements	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Not Applicable	Exhibit "K" - Not Applicable	Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable	Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
Exhibit "A" - Not Applicable	Exhibit "H" - Insurance Requirements														
Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable														
Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable														
Exhibit "D" - Not Applicable	Exhibit "K" - Not Applicable														
Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable														
Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable														
Exhibit "G" - Not Applicable															
TOTAL CONTRACT AMOUNT: \$ Multi-Year Funding (If Applicable) Fiscal Year: Fiscal Year: Fiscal Year: *Subject to District Governing Board Annual Budget Approval	CONTRACT TYPE: Fiscal Year: Fiscal Year: Fiscal Year:														
CONTRACT TERM: District Project Manager: Telephone No: () Fax No. ()	EFFECTIVE DATE: Last Date of Execution by the Parties District Contract Specialist: Fax No.: (561) 682-6397 or (561) 681-6275														
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Department	SUBMIT NOTICES TO THE CONTRACTOR AT: Attention:														
IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.															
Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____	SOUTH FLORIDA WATER MANAGEMENT DISTRICT Accepted By: _____ Frank Hayden, Procurement Director Date: _____ SFWMD OFFICE OF COUNSEL APPROVED By: _____ Date: _____ SFWMD PROCUREMENT APPROVED By: _____ Date: _____														

Exhibit "B"

General Terms and Conditions

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C", and made a part of this **CONTRACT**, as well as any supplemental Statement of Work issued pursuant to any Work Order issued hereunder pursuant to 1.1.1 below. In the event **CONTRACTOR** employees or hired workers are authorized to perform services on-site at **DISTRICT** facilities by either Exhibit "C" or any supplemental Work Order Statement of Work, the **CONTRACTOR** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1, to Exhibit "C" titled "Contractor Policy Code Acknowledgment". **CONTRACTOR** shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **CONTRACTOR's** responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C" as well as any supplemental Work Order Statement of Work issued hereunder. The **CONTRACTOR** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C" as well as any supplemental Work Order Statement of Work. The **DISTRICT** may provide additional guidance and instructions to **CONTRACTOR's** employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

1.1.1. The actual services required and either fixed price or not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this **CONTRACT**, a sample of which is attached as Exhibit "I", and made a part of this **CONTRACT**. As actual services are identified by the **DISTRICT**, the **CONTRACTOR** shall, upon request, prepare a detailed technical and cost proposal for submission to the **DISTRICT**. Cost proposals shall include a detailed breakdown adequate to substantiate all **CONTRACTOR** costs, including labor and expenses. Cost proposals shall also incorporate any established rates specified in Exhibit "L", attached hereto and made an integral part of this **CONTRACT**. The **DISTRICT** shall evaluate the technical merit and cost of each proposal submitted and conduct negotiations with the **CONTRACTOR** to achieve technical and cost objectives. Such negotiations will result in a total consideration amount to be disbursed under the applicable Work Order on either a fixed price or time and materials basis within a not-to-exceed limitation. In either case, the mutually agreed upon fixed price/not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. No work shall commence prior to receipt of an authorized Work Order. The **DISTRICT** does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**.

1.1.2 In addition to the foregoing, award of Work Orders under this **CONTRACT** shall be subject to the following:

- (a) Negotiation of a Statement of Work and a price most advantageous to the **DISTRICT**.
- (b) Availability of qualified personnel within the required time frames; and
- (c) Satisfactory performance by the **CONTRACTOR** under any previous Work Order(s) issued by the **DISTRICT**.

1.2 As part of the services to be provided by the **CONTRACTOR** under this **CONTRACT**, the **CONTRACTOR** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONTRACTOR** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **CONTRACT**.

1.4 The **CONTRACTOR** shall conduct thorough background checks for all of the **CONTRACTOR'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 Article 9.7. After reviewing the results of the background check, the **CONTRACTOR** shall determine whether the **CONTRACTOR'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 **CONTRACTOR'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 **CONTRACTOR**. Prior to allowing any employees or hired workers to work on-site at **DISTRICT** facilities, the **CONTRACTOR** 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 **CONTRACTOR** will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

1.5 Should the services provided by the **CONTRACTOR** fail to meet the expectations of the **DISTRICT's** Project Manager, the **CONTRACTOR** shall have a period of ten (10) working days from the date notice is given to the

CONTRACTOR by the **DISTRICT**, to correct all deficiencies in the **CONTRACTOR's** services under the Work Order. All corrections shall be made to the satisfaction of the **DISTRICT** Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the **DISTRICT** being liable for any and all future obligations under the Work Order as determined by the **DISTRICT** at its sole discretion. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

1.6 In the event the project or work under this **CONTRACT** requires that the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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.

1.7 Any manuscripts, technical publications, presentation slides or other documents resulting from or related to the **Work** performed under this **CONTRACT** shall be submitted to the **DISTRICT** for review and approval prior to publication by the **CONTRACTOR** in any forum or format. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.8 Any use of data gathered under this **CONTRACT** that has not been through the quality assurance/quality control validation described in Exhibit "C" will be at the **CONTRACTOR's** own risk and shall not make reference to the **DISTRICT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **CONTRACT** shall not exceed the amount as indicated on the cover/signature page of this **CONTRACT**. Such amount includes all expenses which the **CONTRACTOR** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

2.3 The **CONTRACTOR**, by executing this **CONTRACT**, 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. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **CONTRACT**.

2.4 In the event any travel is required by members of the **CONTRACTOR's** staff to fulfill its performance of the terms and conditions of this **CONTRACT**, such travel shall require prior written authorization by the **DISTRICT**. The **DISTRICT** shall only reimburse the **CONTRACTOR** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the **DISTRICT's** Travel Policy Chapter 201, Article VI. A completed "Travel Expense Voucher", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

ARTICLE 3 - INVOICING AND PROMPT PAYMENT

3.1 The **CONTRACTOR's** invoices shall reference the **DISTRICT's** Contract Number and SAP PO Number specified on the cover/signature page of the **CONTRACT**. Original invoices shall be sent to the attention of Accounts Payable at the address specified on the cover/signature page of this **CONTRACT**. In addition, the **CONTRACTOR** shall submit a copy of all invoices to the attention of the Project

Manager listed on the cover/signature page of the **CONTRACT**. Invoices submitted to the attention of the Project Manager may also be submitted electronically via e-mail or fax. **INVOICES SUBMITTED TO THE PROJECT MANAGER SHALL BE CLEARLY STAMPED OR MARKED "COPY".**

3.2 The **CONTRACTOR** shall submit the invoices pursuant to the schedule outlined in the Exhibit "D" Payment and Deliverable Schedule attached to each Work Order. For Work Orders issued on a time and materials basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the Work Order's not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices. Any travel authorized by the **DISTRICT** shall be reimbursed in accordance with Chapter 112, Florida Statutes and in accordance with Article 2.4 above.

3.3 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, Chapter 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 **CONTRACT** 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 services and/or deliverables, based on compliance with the statutory requirements set forth in Chapter 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **CONTRACT** document.

Failure of the **CONTRACTOR** to follow the instructions set forth in the **CONTRACT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **CONTRACTOR** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **DISTRICT**.

3.4 The **DISTRICT** shall not pay for any obligation or expenditure made by the **CONTRACTOR** prior to the commencement date of this **CONTRACT** or prior to receipt of authorized Work Order(s), unless the **DISTRICT** authorizes such payment in writing.

3.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **CONTRACT**, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the **CONTRACT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **CONTRACT**. The **CONTRACTOR** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Specialist specified on the cover/signature page of the **CONTRACT**.

All formal notices between the parties under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the **CONTRACT**. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's** Contract Number specified on the cover/signature page of the **CONTRACT**.

4.2 The **CONTRACTOR** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **CONTRACT** shall provide services under this **CONTRACT**. The services of the individual(s) listed herein are a substantial inducement and material consideration for this **CONTRACT**. In the event such individual(s) can no longer provide the services required by this **CONTRACT**, the **CONTRACTOR** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

4.3 At its sole discretion, the **DISTRICT** has the right to order the immediate replacement of any individual(s) working on behalf of the **CONTRACTOR** as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The **DISTRICT** may take this action if the **DISTRICT** determines that it is in its best interest to do so, but

will not be required to provide a reason for requesting the replacement of any individual(s). In such event, the **CONTRACTOR** shall be responsible for carrying out such replacement and for returning **DISTRICT** property in accordance with **DISTRICT** policies and procedures. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT** may also elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product.

The **CONTRACTOR** will place the above language in any contract that it has with subcontractors. The **CONTRACTOR** will enforce the replacement of subcontractor personnel upon request by the **DISTRICT**.

ARTICLE 5 - INDEMNIFICATION & INSURANCE

5.1 For value received, which is hereby acknowledged, the **CONTRACTOR** 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 **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of the **CONTRACT**.

The **CONTRACTOR** 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 **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

5.2 The **CONTRACTOR** shall procure and maintain, through the term of this **CONTRACT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT**'s Insurance Requirements, attached as Exhibit "H" and made a part of this **CONTRACT**. The coverage required shall extend to all employees and subcontractors of the **CONTRACTOR**. Prior to the execution of this **CONTRACT**, the **CONTRACTOR** shall provide a Certificate of Insurance for such coverage to the **DISTRICT** for approval, 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 the insurance carrier's authorized representative and shall identify the **DISTRICT** as added insured as required.

5.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the **DISTRICT** to notify the **CONTRACTOR** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONTRACTOR**'s responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONTRACTOR** from responsibility for

adhering to the insurance limits and conditions of insurance required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONTRACTOR**'s insurance coverage, policies or capabilities, may be grounds for termination of the **CONTRACT** as determined solely by the **DISTRICT**.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring consultants to materially perform in accordance with the terms and conditions of the **DISTRICT CONTRACT**. 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 **CONTRACT**.

If the **CONTRACTOR** materially fails to fulfill its obligations under this **CONTRACT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **CONTRACTOR** shall have thirty (30) days to cure the breach. If the **CONTRACTOR** 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 **CONTRACTOR** that it has materially breached its **CONTRACT** with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT**'s Governing Board shall determine whether the **CONTRACTOR** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT**'s Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **CONTRACTOR** should be suspended, 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.

6.2 The **DISTRICT** may terminate this **CONTRACT**, with or without cause, at any time for convenience upon thirty (30) calendar days prior written notice to the **CONTRACTOR**. The performance of work under this **CONTRACT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **CONTRACTOR** of a Notice of Termination specifying the extent to which performance of work under the **CONTRACT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **CONTRACTOR** for all authorized and accepted deliverables completed through the date of termination in accordance with Work Orders issued hereunder. The **DISTRICT** shall be relieved of any and all future obligations

hereunder, including but not limited to lost profits and consequential damages, under this **CONTRACT**. The **DISTRICT** may withhold all payments to the **CONTRACTOR** for such work until such time as the **DISTRICT** determines the exact amount due to the **CONTRACTOR**.

6.3 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding 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.

6.4 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 **CONTRACTOR** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **CONTRACTOR** 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 **CONTRACTOR** 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. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** may amend this **CONTRACT** and/or any Work Order to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **CONTRACTOR** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **CONTRACTOR** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **CONTRACT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **CONTRACT**.

B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **CONTRACT**. Such examination may be made only within five (5) years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under

this **CONTRACT**, the **CONTRACTOR** shall extend the period of maintenance for all records relating to the **CONTRACT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

D. Audit Findings: In the event the **DISTRICT** exercises its right hereunder to audit the **CONTRACTOR's** financial and accounting records within a period of one (1) year following the completion or termination date of this **CONTRACT** and such audit results in the proper disallowance of costs based on the auditor's finding(s), the **CONTRACTOR** shall be obligated to refund the **DISTRICT** for such disallowance(s) upon demand. At its option, the **DISTRICT** shall also have the right to reduce payments due to the **CONTRACTOR** under this **CONTRACT** by the amount of any disallowance resulting from audits conducted under this **CONTRACT**.

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, consultant, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 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 **CONTRACTOR**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work and any specified Work Order issued hereunder (the "Work"). In consideration for the **DISTRICT** entering into this **CONTRACT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **CONTRACTOR**, the **CONTRACTOR** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **CONTRACTOR** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **CONTRACTOR** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **CONTRACT**.

7.3 The **CONTRACTOR** and the **DISTRICT** agree that each Work Order shall also identify any proprietary data processing software as defined by Chapter 119, Florida Statutes, which has been lawfully acquired by the **CONTRACTOR** under license from a third party, including the right to sublicense such software, if appropriate, for use by the **DISTRICT** hereunder. If deemed appropriate, applicable sub-licensing terms and conditions shall be negotiated by the parties and incorporated by reference into each applicable

Work Order. The **CONTRACTOR** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. Both parties acknowledge that title to the software identified above shall remain with the applicable Licensor.

7.4 Any equipment purchased by the **CONTRACTOR** with District funding under this **CONTRACT** shall be returned and title transferred from the **CONTRACTOR** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **CONTRACT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$1000.00 and with a normal expected life of one (1) year or more. The **CONTRACTOR** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **CONTRACTOR** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONTRACTOR** liable for loss or damage due to causes beyond the **CONTRACTOR**'s reasonable control. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **CONTRACT**, the **DISTRICT** may permit the **CONTRACTOR** access to certain third party owned software on **DISTRICT** computer systems. The **CONTRACTOR** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

7.6 Pursuant to Chapter 119, Florida Statutes any plans and specs created or received by the **DISTRICT** pursuant to this **CONTRACT** which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure are exempt from the Public Records law and must be maintained in a confidential manner by the **CONTRACTOR**.

The **CONTRACTOR** shall complete, comply with and furnish to the **DISTRICT** a signed copy of a Plan and Specification Request Form, attached hereto as Exhibit "M". In addition, the **CONTRACTOR** acknowledges that it is solely responsible for ensuring its compliance and the compliance of its staff, and subcontractors with the terms of Exhibit "M" and Chapter 119, Florida Statutes. This paragraph shall survive the expiration or termination of this **CONTRACT**. Exhibit "M" will remain on file with the **DISTRICT** during the term of the **CONTRACT** so that the

CONTRACTOR will not have to fill out a new Exhibit for each Work Order issued to the **CONTRACTOR**.

7.7 During the term of this **CONTRACT**, the **DISTRICT** may provide the **CONTRACTOR** with the temporary use of computer hardware and software specified in Attachment "2" to the Exhibit "C" Statement of Work (hereafter referred to as "Computer Equipment"). **CONTRACTOR** represents that it has read and understands the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit "C" Statement of Work) that deals with the use of **DISTRICT** IT resources which shall apply to the use of the Computer Equipment. **CONTRACTOR** further agrees to maintain the Computer Equipment in good working condition while in its possession and will return the Computer Equipment to the **DISTRICT** upon request by the **DISTRICT** or upon termination or expiration of this **CONTRACT** in good working condition, less normal wear and tear. All Computer Equipment is hereby provided to the **CONTRACTOR** "as is", "where is" and "with all faults".

The **CONTRACTOR** shall assume all responsibility for safeguarding the Computer Equipment including loss or damage and its proper use throughout the term of this **CONTRACT**. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. The **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Attachment "2" to Exhibit "C" in the event any of the Computer Equipment is lost, stolen or irreparably damaged. **CONTRACTOR** acknowledges the proprietary nature of all applicable third party software listed in Attachment 2 and agrees not to reproduce, distribute or disclose such software to any third party. Use of all software shall be restricted to the hardware provided by the **DISTRICT**. Removal of any copy of licensed software is prohibited.

7.8 In the event the Work involves a need to loan any equipment (other than Computer Equipment as defined in 7.7 above) to the **CONTRACTOR**, the following provisions shall apply.

A. The **DISTRICT** hereby conveys for the temporary use by the **CONTRACTOR** the equipment as identified in Exhibit "C" Statement of Work (hereinafter referred to as the "Equipment").

B. The **CONTRACTOR** is hereby authorized to use the Equipment identified in Exhibit "C" only for those purposes identified in Exhibit "C".

C. **CONTRACTOR** hereby agrees to maintain the Equipment in good working condition while in its possession and will return the Equipment to the **DISTRICT** in good working condition, less normal wear and tear, at the **CONTRACTOR**'s sole expense upon termination, or expiration of this **CONTRACT** or upon completion of the work described in the Exhibit "C" Statement of Work, whichever occurs first. **CONTRACTOR** will adequately

safeguard the Equipment throughout the term this **CONTRACT**. In the event of loss or damage, **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. While in the **CONTRACTOR's** possession, the **CONTRACTOR** shall assume all responsibility for the Equipment including loss or damage and its proper use. **CONTRACTOR** shall be solely responsible for paying all costs associated with operating and maintaining the Equipment, including but not limited to, any applicable taxes or assessments, permits, licenses or insurance. **CONTRACTOR** further agrees that it will acquire license plates and vehicle registration as required by Florida Statutes, if required for the Equipment. **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Exhibit "C" in the event any of the Equipment is either lost, stolen or irreparably damaged. The **CONTRACTOR** further agrees to repair any damaged Equipment so as to restore the Equipment fully to the current market value at that time as agreed upon by the **CONTRACTOR** and **DISTRICT**. All Equipment provided hereunder is hereby loaned "as is", "where is" and "with all faults".

D. The **DISTRICT** states and **CONTRACTOR** acknowledges that **CONTRACTOR** disclaims any reliance upon any statements or representations made by the **DISTRICT**. **DISTRICT** has not made and specifically disclaims any representation or warranty of any kind, directly or indirectly, express or implied, with respect to the suitability, durability, design, operation or condition of the Equipment or any part thereof, its merchantability, or its fitness for use for the particular purposes and uses of the **CONTRACTOR** or otherwise. **DISTRICT** shall not be liable to the **CONTRACTOR** for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment provided hereunder.

E. In the event of **CONTRACT** termination, the **CONTRACTOR** shall promptly return all Equipment, at the **CONTRACTOR's** expense unless otherwise stated in Exhibit "C", to the **DISTRICT** without further obligation.

F. The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** or the Equipment provided and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance.

ARTICLE 8 - STANDARDS OF COMPLIANCE

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

8.2 The **CONTRACTOR** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **CONTRACT**. The **CONTRACTOR** shall take all measures necessary to effectuate these assurances.

8.3 The parties hereto agree that all actions or proceedings arising in connection with this **CONTRACT** shall be tried and litigated exclusively in the State and Federal courts of competent jurisdiction located in the State of Florida, Palm Beach County. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this **CONTRACT** in any jurisdiction other than that specified in the paragraph. The parties agree to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this **CONTRACT**.

8.4 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or has been placed on the discriminatory vendor list. If the **CONTRACTOR** or any affiliate of the **CONTRACTOR** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.5 The **CONTRACTOR**, by its execution of this **CONTRACT**, 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 list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.6 The **CONTRACTOR** 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 **CONTRACTOR** shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this **CONTRACT**. In the event the **CONTRACTOR** is a sole proprietor, the **CONTRACTOR** is

responsible for submitting quarterly returns to the Federal Government.

8.7 The **CONTRACTOR** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this **CONTRACT**. Further the **CONTRACTOR** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **CONTRACT**. For breach of this provision, the **DISTRICT** may terminate this **CONTRACT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.8 The **CONTRACTOR** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CONTRACTOR** 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 **CONTRACTOR**. The **CONTRACTOR** shall refer any public records requests for project documents covered by this provision to the **DISTRICT** and the **DISTRICT** will handle the request.

8.8.1 Pursuant to Chapters 119, and 1004.22 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Chapter 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **CONTRACTOR** (Licensee) hereunder, the **DISTRICT** shall advise the **CONTRACTOR** (Licensee) of such request and, as between the **DISTRICT** and the **CONTRACTOR** (Licensee), it shall be the **CONTRACTOR**'s (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.9 The **CONTRACTOR** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **CONTRACT**. A delay in obtaining permits shall not give rise to a claim by the **CONTRACTOR** for additional compensation. If the **CONTRACTOR** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **CONTRACT**, each party to bear its own costs, notwithstanding other provisions of this **CONTRACT** to the contrary.

8.10 Pursuant to Chapter 216.347, F.S., the **CONTRACTOR** is prohibited from the expenditure of any funds under this **CONTRACT** to lobby the Legislature, the judicial branch or another state agency.

8.11 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT'S** **CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **CONTRACT**.

8.12 **CONTRACTOR** shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the **CONTRACTOR**, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this **CONTRACT**. The **DISTRICT** is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the **DISTRICT** does not condone offers of employment made by Contractors to **DISTRICT** employees in exchange for the award of **DISTRICT** work. Further, the **DISTRICT** is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of **DISTRICT** work.

8.13 **CONTRACTOR** may use the **DISTRICT's** name in marketing materials for the purpose of publicizing contract awards, however, **CONTRACTOR** is prohibited from obtaining affirmations from **DISTRICT** staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the **CONTRACTOR** as well as the products and/or services offered by the **CONTRACTOR**. 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. **CONTRACTOR is strictly prohibited from releasing any statements to the media regarding work performed under this CONTRACT 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.**

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 **CONTRACTOR** shall be considered an independent consultant and neither party shall be considered an employee or agent of the other party. Nothing in this **CONTRACT** shall be

interpreted to establish any relationship other than that of independent consultant between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **CONTRACT**. Both parties are free to enter into contracts with other parties for similar services. In the event the **CONTRACTOR** is providing staff who will be working on-site at **DISTRICT** facilities, **CONTRACTOR** and the **DISTRICT** further agree that the **DISTRICT** shall not pay the **CONTRACTOR** staff any direct remuneration, expense reimbursement or compensation of any kind and **CONTRACTOR**'s staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONTRACTOR**'s staff shall be exclusively provided by the **CONTRACTOR**. The **CONTRACTOR** shall provide all billing, collection, payroll services and tax withholding, among other things, for all **CONTRACTOR** staff performing services under this **CONTRACT**.

9.2 It is the intent and understanding of the Parties that this **CONTRACT** is solely for the benefit of the **CONTRACTOR** and the **DISTRICT**. No person or entity other than the **CONTRACTOR** or the **DISTRICT** shall have any rights or privileges under this **CONTRACT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be null and void.

9.4 The **CONTRACTOR** 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.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance. Further, the **CONTRACTOR** shall be responsible for compliance with all labor and unemployment laws.

9.6 **CONTRACTOR** or expressly understands and agrees that **CONTRACTOR**, its officers, agents, and employees are not entitled to any employment benefits from the **DISTRICT**. **CONTRACTOR** 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 Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the **DISTRICT**. In the event **CONTRACTOR** if self employed, **CONTRACTOR** expressly represents that **CONTRACTOR** is an independent **CONTRACTOR** and hereby waives any entitlement to overtime or other benefits that **CONTRACTOR** may be entitled

to receive should **CONTRACTOR** be adjudicated for any reason to be an employee of the **DISTRICT**.

9.7 The **CONTRACTOR** 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 the Department of Homeland Security, U.S. Citizenship and Immigration Services Form I-9. Written verification shall be kept by the **CONTRACTOR** 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 **CONTRACT**. The **DISTRICT** shall maintain records verifying the rate of pay for each employee working on this **CONTRACT** and make such records available for inspection on demand by the **DISTRICT**.

Failure to fully comply with these provisions shall be a material breach of the **CONTRACT** and cause for termination of the **CONTRACT**.

ARTICLE 10 – SBE UTILIZATION

10.1 SBE Utilization. The **DISTRICT** has implemented a Small Business Enterprise Program as part of the **DISTRICT**'s competitive solicitation and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part VI, F.A.C. ("SBE Rule"). The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace.

As consideration for being awarded this **CONTRACT** **CONTRACTOR** agrees to maintain the level of SBE participation agreed upon and as indicated on the cover/signature page of this **CONTRACT**.

The **CONTRACTOR** shall take all necessary steps to achieve and maintain its SBE utilization commitment. At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the SBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR** shall notify the **DISTRICT** immediately of any change in the status of the **CONTRACTOR** or any of its subcontractor(s), that could affect the **CONTRACTOR**'s SBE status or the **CONTRACTOR**'s ability to comply with the SBE requirements of this **CONTRACT** including but not limited to gross revenue and licensing.

10.2 SBE Utilization Plan. The **CONTRACTOR** shall identify all SBE firms which will be utilized as subcontractors. The **CONTRACTOR** should provide proof that each firm to be utilized as an SBE subcontractor is certified with the **DISTRICT**. The **CONTRACTOR**, as the prime and each subcontractor shall be listed in the Utilization Plan and submitted to the **DISTRICT**. The listing of the SBE's in the Utilization Plan shall constitute the **CONTRACTOR**'s

representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work.

The Utilization Plan shall consist of the following **DISTRICT** forms and information as submitted by the **CONTRACTOR** in its bid as part of the *Compliance Disclosure Form*:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form*
3. Proof of **DISTRICT** certification

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Plan".

10.3 Subcontractor Substitution. The **CONTRACTOR** must receive written approval from the **DISTRICT's** Small Business Enterprise Section prior to substituting an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. The **CONTRACTOR** must submit to the **DISTRICT** an amended version of the following:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form for each substitute firm.*

10.4 Utilization Reporting. In an effort to monitor the achievement of the SBE goal the **CONTRACTOR** agrees to submit, a completed SBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this **CONTRACT**. The timing of these reports must coincide with invoice submission. The **CONTRACTOR** understands that each SBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONTRACTOR** shall submit a completed Final SBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this **CONTRACT**, at the time a final invoice is submitted. These utilization reports must be submitted to the Contract Specialist at the location indicated on the cover page of the **CONTRACT**.

10.5 Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of the **CONTRACT**, the **CONTRACTOR** shall comply with the SBE Utilization Plan which can only be amended with the prior written approval from the **DISTRICT's** Small Business Enterprise Section. Compliance shall include tasks and proportionate dollar amounts throughout the term of the **CONTRACT**, including amendments, change orders, and work orders. The **CONTRACTOR** shall maintain the level of SBE utilization as established in the **CONTRACTOR's** SBE Plan. Failure to comply with the SBE requirements of this **CONTRACT** will be considered a material breach of **CONTRACT** and may further result in suspension or debarment pursuant to **DISTRICT** Rule 40E-7, Part II, F.A.C.

To ensure that all SBE requirements under this **CONTRACT** are met, the **CONTRACTOR's** SBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONTRACTOR** shall advise the

DISTRICT of any situation in which regularly scheduled payments are not made to any SBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The **CONTRACTOR** is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **CONTRACT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **CONTRACT** 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 **CONTRACT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **CONTRACT** specifies that performance by **CONTRACTOR** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **CONTRACT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **CONTRACT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **CONTRACT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **CONTRACT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this **CONTRACT** 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 **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **CONTRACT** may be amended only with the written approval of the parties hereto.

11.6 This **CONTRACT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **CONTRACT**. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **CONTRACT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

12.1 The **CONTRACTOR** shall comply with all applicable Federal, State and local safety standards and regulations applicable to the work performed pursuant to this **CONTRACT**. The **CONTRACTOR** shall also be responsible for the compliance of its subcontractors with all of the foregoing laws, regulations and standards pertaining to safety.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE Subcontractor Utilization Report

[illegible]



EXHIBIT "F"
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SBE Final Subcontractor Utilization Report

Form 1216 (11/2004) Page 1 of 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 1

PLUMBING: MAINTENANCE, REPAIR, & INSTALLATION

910-60

ASSET BUILDERS LLC
18961SW 30TH ST
MIRAMAR FL 33029
Email : ANGELA@ASSETBUILDERSLLC.COM
Cert.Valid From Date: 05/31/2008

Phone: 954-699-3973
Fax: 954-443-2274
Vendor:115184 SBE: X

Cert.Valid To Date: 05/30/2011

DOZIER & DOZIER CONSTRCTN INC
3932 NW 167TH ST
MIAMI GARDENS FL 33054
Email : WDOZIER@DOZIERANDDOZIER.COM
Cert.Valid From Date: 01/05/2007

Phone: 305-624-5274
Fax: 305-625-1452
Vendor:102278 SBE: T

Cert.Valid To Date: 01/04/2010

FASTRACK MCI
2540 METROCENTRE BLVD STE 4
WEST PALM BEACH FL 33407
Email : SASHA@FASTRACKMCI.COM
Cert.Valid From Date: 11/05/2008

Phone: 561-304-7881
Fax: 561-304-7802
Vendor:114627 SBE: V

Cert.Valid To Date: 11/05/2011

HATCHER CONSTRCTN & DEV INC
400 W ATLANTIC AVE STE 2B
DELRAY BEACH FL 33444
Email : HATCHERGC@BELLSOUTH.NET
Cert.Valid From Date: 06/18/2008

Phone: 561-330-2621
Fax: 561-330-2670
Vendor:104610 SBE: T

Cert.Valid To Date: 06/17/2011

ISI MECHANICAL INC
PO BOX 244167
BOYNTON BEACH FL 33424
Email : ISI@BELLSOUTH.NET
Cert.Valid From Date: 10/17/2007

Phone: 561-364-5881
Fax: 561-738-1940
Vendor:101323 SBE: V

Cert.Valid To Date: 10/16/2010

JASMINE CONSTRCTN LLC
54 MULBERRY GROVE RD
ROYAL PALM ABEACH FL 33411
Email : JASCLLC@BELLSOUTH.NET
Cert.Valid From Date: 06/10/2008

Phone: 561-319-8055
Fax: 561-753-7946
Vendor:115312 SBE: Y

Cert.Valid To Date: 06/09/2011

JIJ CONSTRCTN CORP
11925 STURBRIDGE LN
WELLINGTON FL 33414
Email : KATYCASSIANI@HOTMAIL.COM
Cert.Valid From Date: 09/19/2008

Phone: 561-572-1525
Fax: 561-594-4199
Vendor:110000 SBE: Y

Cert.Valid To Date: 09/18/2011

LUTZ BUILDERS INC
607 S MAIN ST STE 107
BELLE GLADE FL 33430
Email :
Cert.Valid From Date: 09/26/2007

Phone: 561-996-9786
Fax: 561-996-0244
Vendor:101280 SBE: Y

Cert.Valid To Date: 09/25/2010

MAC CONSTRCTN INC
9500 NW 12TH ST BAY 1B
MIAMI FL 33172
Email : KELI@MACCONSTRUCTION.NET
Cert.Valid From Date: 07/25/2008

Phone: 305-598-4317
Fax: 305-599-9626
Vendor:109297 SBE: X

Cert.Valid To Date: 07/24/2011

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 2

NAC CONSTRCTN INC	Phone: 305-412-2275
9065 SW 87TH AVE STE 112	Fax: 305-412-2278
MIAMI FL 33176	Vendor: 114114 SBE: Y
Email : NESTORCASTELLON@NACCONST.COM	
Cert.Valid From Date: 06/08/2007	Cert.Valid To Date: 06/07/2010

NU TECH GRP INC	Phone: 772-770-9589
2120 58TH AVE STE 138	Fax: 772-794-4582
VERO BEACH FL 32966	Vendor: 113393 SBE: Y
Email : LINDEL WILLIAMS@HOTMAIL.COM	
Cert.Valid From Date: 01/27/2007	Cert.Valid To Date: 01/26/2010

PIPELINING TECHLGYS INC	Phone: 561-682-6769
945 BRIARWOOD DR	Fax: 561-682-5131
WEST PALM BEACH FL 33415	Vendor: 113990 SBE: Y
Email :	
Cert.Valid From Date: 06/06/2007	Cert.Valid To Date: 06/05/2010

S GROUP INC	Phone: 561-688-2295
1470 N CONGRESS AVE STE 119	Fax: 561-688-2298
WEST PALM BEACH FL 33409	Vendor: 114695 SBE: V
Email : MSANCHEZ@SGROUPINC.NET	
Cert.Valid From Date: 11/09/2007	Cert.Valid To Date: 11/08/2010

SPEEDY ROOTER INC	Phone: 561-434-4171
2196 SPAFFORD AVE	Fax: 561-712-8045
WEST PALM BEACH FL 33409	Vendor: 115122 SBE: Y
Email : JLOPEZ@SPEEDYROOTERINC.COM	
Cert.Valid From Date: 06/10/2008	Cert.Valid To Date: 06/09/2011

TCS CONTRACTING INC	Phone: 305-756-8700
PO BOX 530299	Fax: 305-756-8707
MIAMI FL 33153	Vendor: 116195 SBE: X
Email : TMS@TCSCCORP.COM	
Cert.Valid From Date: 02/24/2009	Cert.Valid To Date: 02/24/2012

WIRING MAINTENANCE, INSTALLATION & REPAIR: ELECTRICAL 910-82

A1 AMERCN ELECTRIC INC	Phone: 561-743-5543
15645 85TH AVE N	Fax: 561-743-2548
PALM BEACH GARDENS FL 33418	Vendor: 103610 SBE: Y
Email : A1AEI@BELLSOUTH.NET	
Cert.Valid From Date: 04/12/2007	Cert.Valid To Date: 04/11/2010

AEC CONTRACTING CO INC	Phone: 954-455-2600
203 NW 3RD AVE	Fax: 954-455-2700
HALLANDALE BEACH FL 33009	Vendor: 113262 SBE: T
Email : AECTONY@BELLSOUTH.NET	
Cert.Valid From Date: 11/08/2007	Cert.Valid To Date: 11/07/2010

AGC ELECTRIC INC	Phone: 305-823-2280
2660 W 79TH ST	Fax: 305-828-4515
HIALEAH FL 33016	Vendor: 114167 SBE: V
Email : AGC@AGCELECTRIC.COM	
Cert.Valid From Date: 06/23/2007	Cert.Valid To Date: 06/22/2010

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 3

AMPCO ELECTRIC INC 3949 SW 12TH CT FT LAUDERDALE FL 33312 Email : AMPCOELECTRIC@AOL.COM Cert.Valid From Date: 08/07/2007	Phone: 954-584-1642 Fax: 954-584-6865 Vendor:100398 SBE: Y Cert.Valid To Date: 08/06/2010
ASSET BUILDERS LLC 18961SW 30TH ST MIRAMAR FL 33029 Email : ANGELA@ASSETBUILDERSLLC.COM Cert.Valid From Date: 05/31/2008	Phone: 954-699-3973 Fax: 954-443-2274 Vendor:115184 SBE: X Cert.Valid To Date: 05/30/2011
AUSTEN ELECTRIC INC 8219 NW 74TH AVE MEDLEY FL 33166 Email : SCROW@AUSTENELECTRIC.COM Cert.Valid From Date: 06/12/2007	Phone: 305-805-8166 Fax: 305-805-8190 Vendor:114144 SBE: Y Cert.Valid To Date: 06/11/2010
BERN BRITE ELECTRIC CORP 4 VALENCIA LN PRT ST LUCIE FL 34952 Email : Cert.Valid From Date: 10/16/2007	Phone: 772-344-4974 Fax: Vendor:110714 SBE: T Cert.Valid To Date: 10/15/2010
CANO INC 539 OGSTON ST WEST PALM BEACH FL 33405 Email : HERBERTOPEREZ@BELLSOUTH.NET Cert.Valid From Date: 11/14/2008	Phone: 561-543-1290 Fax: 561-651-7447 Vendor:115841 SBE: V Cert.Valid To Date: 11/14/2011
CHARLES D BELCHER ELC SVCS INC 2960 MELALEUCA DR WEST PALM BEACH FL 33406 Email : DANBO251@AOL.COM Cert.Valid From Date: 08/26/2006	Phone: 561-963-7773 Fax: 561-963-1910 Vendor:106174 SBE: V Cert.Valid To Date: 08/25/2009
CURRENT CONNECTIONS INC 1620 HILL AVE MANGONIA PARK FL 33407 Email : DON@CURRENTCONNECTIONS.NET Cert.Valid From Date: 03/24/2007	Phone: 561-863-0010 Fax: 561-863-5380 Vendor:101025 SBE: Y Cert.Valid To Date: 03/23/2010
DK ELECTRIC INC 170 ARLINGTON RD WEST PALM BEACH FL 33405 Email : DKELECTRIC@BELLSOUTH.NET Cert.Valid From Date: 12/17/2008	Phone: 561-856-2878 Fax: 561-493-3816 Vendor:115927 SBE: Y Cert.Valid To Date: 12/17/2011
ELECTRON CORP OF SOUTH FLORIDA 6421 WINDING LAKES DR JUPITER FL 33458 Email : ALAESSIG@AOL.COM Cert.Valid From Date: 10/24/2006	Phone: 561-744-1388 Fax: 561-744-5777 Vendor:101283 SBE: Y Cert.Valid To Date: 10/23/2009
G&G ELECTRIC SVCS INC PO BOX 9230 WINTER HAVEN FL 33883 Email : INFO@G-GELECTRIC.COM	Phone: 863-299-0020 Fax: 863-299-0012 Vendor:114614 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 4

Cert.Valid From Date: 10/26/2007	Cert.Valid To Date: 10/25/2010
GODFREY ELECTRIC INC 1222 OMAR RD WEST PALM BEACH FL 33405 Email : AGODFREY@GODFREYELECTRIC.COM Cert.Valid From Date: 02/07/2007	Phone: 561-833-3753 Fax: 561-833-9391 Vendor:114718 SBE: Y Cert.Valid To Date: 02/06/2011
GRID ONE ELECTRICAL 1301 NW AVE L BELLE GLADE FL 33430 Email : CONNIE@GRID-ONE.COM Cert.Valid From Date: 09/26/2007	Phone: 561-996-4488 Fax: 561-996-6805 Vendor:114256 SBE: X Cert.Valid To Date: 09/25/2010
HATCHER CONSTRCTN & DEV INC 400 W ATLANTIC AVE STE 2B DELRAY BEACH FL 33444 Email : HATCHERGC@BELLSOUTH.NET Cert.Valid From Date: 06/18/2008	Phone: 561-330-2621 Fax: 561-330-2670 Vendor:104610 SBE: T Cert.Valid To Date: 06/17/2011
JASMINE CONSTRCTN LLC 54 MULBERRY GROVE RD ROYAL PALM ABEACH FL 33411 Email : JASCLLC@BELLSOUTH.NET Cert.Valid From Date: 06/10/2008	Phone: 561-319-8055 Fax: 561-753-7946 Vendor:115312 SBE: Y Cert.Valid To Date: 06/09/2011
JC&A ELECTRICAL CONTRACTORS INC 1901 NW 108TH AVE MIAMI FL 33172 Email : JCAELECTRICAL@BELLSOUTH.NET Cert.Valid From Date: 01/14/2009	Phone: 305-594-2775 Fax: 305-594-2705 Vendor:116044 SBE: Y Cert.Valid To Date: 01/14/2012
JHC CONTRACTORS INC 6187 NW 167TH ST STE H-24 MIAMI FL 33016 Email : JHCCONTRACTORS@BELLSOUTH.NET Cert.Valid From Date: 11/18/2008	Phone: 305-825-0834 Fax: 305-825-0212 Vendor:115583 SBE: Y Cert.Valid To Date: 11/18/2011
LOFTUS ELECTRIC INC 4451 R ENTERPRISES CT MELBOURNE FL 32934 Email : LOFTUSELECTRIC@AOL.COM Cert.Valid From Date: 11/30/2007	Phone: 321-253-4333 Fax: 321-259-5889 Vendor:113880 SBE: V Cert.Valid To Date: 11/29/2010
LUTZ BUILDERS INC 607 S MAIN ST STE 107 BELLE GLADE FL 33430 Email : Cert.Valid From Date: 09/26/2007	Phone: 561-996-9786 Fax: 561-996-0244 Vendor:101280 SBE: Y Cert.Valid To Date: 09/25/2010
MGI MORGAN GENERAL MECHANICAL GRP 1128 S POWERLINE RD DEERFIELD BEACH FL 33442 Email : DMORGAN@MGI-MORGAN.COM Cert.Valid From Date: 03/07/2008	Phone: 954-360-9803 Fax: Vendor:102007 SBE: Y Cert.Valid To Date: 03/07/2011

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 5

NATIVE POWER INC 769 SW MONSOON RD PRT ST LUCIE FL 34953 Email : NATIVEPOWERINC@YAHOO.COM Cert.Valid From Date: 12/02/2006	Phone: 772-785-9795 Fax: 772-343-1133 Vendor:112210 SBE: Y Cert.Valid To Date: 12/01/2009
POWERLINE OF SOUTH FLORIDA INC 713 COMMERCE WAY STE 19 JUPITER FL 33458 Email : POWERLINEOFSOUTH@BELLSOUTH.NET Cert.Valid From Date: 09/26/2008	Phone: 561-575-4270 Fax: 561-575-4269 Vendor:115674 SBE: Y Cert.Valid To Date: 09/26/2011
POWERSERVE TECHLGYS INC 3680 INVESTMENT LN STE 5 RIVIERA BEACH FL 33404 Email : PSTI@POWERSERVETECH.COM Cert.Valid From Date: 05/30/2007	Phone: 561-840-1441 Fax: 561-840-1439 Vendor:102182 SBE: V Cert.Valid To Date: 05/29/2010
PRIME POWER & ELECTRIC INC 1050 S FEDERAL HWY STE 135 DELRAY BEACH FL 33483 Email : DOUG@PRIMEPOWERANDELECTRIC.COM Cert.Valid From Date: 10/20/2008	Phone: 561-330-6943 Fax: 561-330-6165 Vendor:115585 SBE: Y Cert.Valid To Date: 10/20/2011
QUALITY ELECTRIC CONTRACTING INC PO BOX 1688 CLEWISTON FL 33440 Email : Cert.Valid From Date: 10/03/2007	Phone: 863-983-4101 Fax: 863-983-4603 Vendor:101967 SBE: Y Cert.Valid To Date: 10/02/2010
S GROUP INC 1470 N CONGRESS AVE STE 119 WEST PALM BEACH FL 33409 Email : MSANCHEZ@SGROUPINC.NET Cert.Valid From Date: 11/09/2007	Phone: 561-688-2295 Fax: 561-688-2298 Vendor:114695 SBE: V Cert.Valid To Date: 11/08/2010
SPORTSLIGHTER ELECTRIC INC 460 BUSINESS PKWY STE I ROYAL PALM BEACH FL 33411 Email : SPORTSLIGHTER@BELLSOUTH.NET Cert.Valid From Date: 02/26/2009	Phone: 561-333-1500 Fax: 561-333-1507 Vendor:116192 SBE: Y Cert.Valid To Date: 02/26/2012
TCS CONTRACTING INC PO BOX 530299 MIAMI FL 33153 Email : TMS@TCSCCORP.COM Cert.Valid From Date: 02/24/2009	Phone: 305-756-8700 Fax: 305-756-8707 Vendor:116195 SBE: X Cert.Valid To Date: 02/24/2012
THOMPSON ENVIRON MONITORING & 444 OLEANDER LN MELBOURNE FL 32935 Email : Cert.Valid From Date: 05/10/2007	Phone: 321-591-7300 Fax: 360-272-5310 Vendor:111050 SBE: Y Cert.Valid To Date: 05/09/2010
UNIVERSAL CABLING SYSTS INC 914 FERN ST STE A WEST PALM BEACH FL 33401-5756 Email : MARK@UCSCABLE.COM	Phone: 561-659-6224 Fax: 561-659-6308 Vendor:102563 SBE: Y

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 6

Cert.Valid From Date: 09/21/2006

Cert.Valid To Date: 09/20/2009

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

Thursday, April 09, 2009

Page No #. 7

Classification Description

A	Dist Certified_Asian
B	Dist Certified_Afric
C	Small Business-Distr
D	Non-Minority
F	Dist Certified_Woman
G	Small Business - Sta
H	Dist Certified_Hispa
I	Dist Non-Certified_A
J	Dist Non-Certified_H
K	Dist Non-Certified_A
L	Dist Non-Certified_N
M	Dist Non-Certified_W
N	Dist Certified_Nativ
O	Small Business - Fed
P	> 51% Minority Board
Q	> 51% Minority Offic
R	> 51% Minority Commu
S	Other Non-Profit
T	SBE_African
U	SBE_Asian
V	SBE_Hispanic
W	SBE_Native
X	SBE_Woman
Y	SBE_Non-Minority

Selected Classification Description

T	SBE_African
U	SBE_Asian
V	SBE_Hispanic
W	SBE_Native
X	SBE_Woman
Y	SBE_Non-Minority