



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: 6000000263 Issue Date: April 24, 2009
Title: Purchase and Delivery of Rip Rap to the C-33 Canal, Osceola County.	
Purpose: The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver approximately 4200 tons of Rip Rap to the C-33 Canal in Osceola County. A more complete description of the technical specifications can be found in Part 4 of this RFB.	
Inquiry Period: April 24, 2009 to May 1, 2009 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Antonio Pucci, Purchasing Agent Telephone No: (561) 682-6373 E-Mail: apucci@sfwmd.gov Fax No: (561) 682-5952 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.
Deadline For Bid Submission: MAY 11, 2009 - 2:00 P.M. 1 Original and 1 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) 682-2715 Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.	
This RFB is Comprised of a Response Checklist and 4 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Compliance Disclosure Form Part 4. Specifications	Attachments: 1. Statement of No Response 2. Drug-Free Workplace Certification 3. Sample Purchase Order

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.

1.		Have you met the bid submission deadline established in the solicitation?
2.		Have you submitted the required number of complete copies of the bid?
3.		Have you attached a completed and signed Compliance Disclosure Form?
4.	N/A	Have you provided evidence of the ability to obtain appropriate insurance coverage, if applicable?
5.		Have you provided and signed the Drug-Free Workplace 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 written response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

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

"District." The South Florida Water Management District.

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

1.2 DISTRICT OVERVIEW AND MISSION

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

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

1.3 INVITATION

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

1.4 COMPLIANCE DISCLOSURE FORM

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

If the *Compliance Disclosure Form* is not submitted as part of the respondent's bid package, is altered in any manner or is

not fully completed, the respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2). The *Compliance Disclosure Form* is attached to Part 3 of this solicitation.

1.5 PUBLIC ENTITY CRIMES/ DISCRIMINATORY VENDOR LIST

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

1.6 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 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 SUBCONTRACTOR PARTICIPATION

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

1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

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

1.11 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 PRICING

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

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

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

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

1.17 WARRANTY

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

1.18 GOODS CONDITION AND PACKAGING

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

1.19 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS

Manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for the purposes of establishing quality level and prominent physical,

functional or other characteristics of the named products which are essential to meet the District's needs. Such characteristics are desirable and are not intended to limit competition. The respondent may offer any brand that meets or exceeds the specifications for any item(s) included in the solicitation and shall include this statement in the bid submittal.

1.20 RECYCLING

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

1.21 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered in the solicitation prior to their delivery, it is the responsibility of the successful respondent to notify the District at once, indicating the specific regulation requiring a contract alteration. The District reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the District.

1.22 SAMPLE PURCHASE ORDER

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

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

1.23 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.

1.24 TAX EXEMPT STATUS

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

1.25 RESPONSE SUBMISSION AND OPENING

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

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

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 682-2715 before the opening time of the responses. The District will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.26 ASSIGNMENT OF RESPONSE

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

1.27 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.

1.28 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.

1.29 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-responsive (**refer to Part 2, Tab B**); or (4) if the bid contains any material irregularities. Minor irregularities contained in a response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District.

Note: If a bid is deemed non-responsive or if a respondent is deemed non-responsive 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 1.30.

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this solicitation. Bids will be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

1.30 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

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

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

failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

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

1.31 AWARD

The District anticipates awarding a contract to the responsible entity that submits the lowest responsive bid. The District reserves the right to make award(s) by individual commodities and/or services, groups thereof, all or none or any combination thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

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

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

PART 2

INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

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

Tab A. Responsiveness Conditions

Tab B. Responsibility Documentation

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

Tab A. Responsiveness Conditions

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

- (1) Timely submission of the bid (refer to Part 1.25)
- (2) Compliance Disclosure Form (refer to Part 1.4 & Part3)

Tab B. Responsibility Documentation

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

(1) *Evidence of Insurance Coverage*

☐ *Applicable* ☒ **X Not Applicable**

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

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

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

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

Supplemental Responsibility Review

(2) *Past Performance*

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

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

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

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

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

(4) *Dun & Bradstreet Report*

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

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 3)
SOLICITATION NO. 6000000263

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

1. Is temporarily or permanently on the District's Suspension List.
2. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
3. Is now on the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons (SDN List).
4. 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.
5. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

COMPLIANCE DISCLOSURE FORM (Page 2 of 3)
SOLICITATION NO. 6000000263

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 (Reference Part 4)

Item No.	Description	Price Per Ton	Total Price
1.	Approximately 4200 tons of rip rap per attached Part 4 Specifications.	\$ *	\$
*All costs including delivery must be included.			
Company			
Authorized Respondent's Name (Print)		Respondent's Authorized Signature	Date
Phone #		Fax #	E-mail

COMPLIANCE DISCLOSURE FORM (Page 3 of 3)
SOLICITATION NO. 6000000263

D. NON COLLUSION CERTIFICATION

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

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

Name and Title of Individual Authorized to Bind the Respondent:

Name

Title

Signature

Date

PART 4
SPECIFICATIONS
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Purchase and Delivery of Rip Rap Material C-33 Canal

Scope:

All work shall be performed utilizing the Districts Best Management Practices. The Contractor shall provide the District with a quote per ton to purchase, transport and deliver natural stone rip rap material. The material shall be delivered to the C-33 canal and unloaded at a location designated by the District Project Manager. Two types of rip-rap will be utilized. Approximately 2/3 of the material shall be non-DOT natural stone rip rap sized from 4" to 14". Approximately 1/3 of the material shall be non-DOT natural stone rip rap sized 14" to 24". Only natural rock rip rap material will be accepted, all other materials will be refused. The stone for the rip-rap shall be sound, durable, and weight not less than 140 pounds per cubic foot (saturated surface dry). The stone shall be free of cracks, seams, and other defects that would tend to increase unduly its deterioration from natural causes. The stone shall be angular in shape; the least dimension shall not be less than 1/3 of the greatest dimension. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines shall not be permitted.

The material shall be delivered utilizing trucks that carry approximately eighteen (18) yards per load to expedite the delivery time. The Contractor has sixty (60) calendar days from the time the purchase order is awarded to complete the delivery of the material.

The Contractor will provide a written delivery schedule to the District Project Manager prior to commencement of work. Variations to the delivery schedule will have to be approved in advance by the District Project Manager. The Contractor shall provide a supervisor capable of communication in English to coordinate daily delivery activities with the District Project Manager. The District will provide an on site person to collect all weight receipts and to perform visual inspections of all loaded trucks to ensure full loads and the proper material is received. The District will receive material from 7:00 am to 4:30 pm Monday through Friday. The directions to the site are: HWY 192 in St. Cloud to Hickory Tree Road, South on Hickory Tree Road to C-33 canal.

INGRESS AND EGRESS (ACCESS AREAS)

All access is to be from District right-of-way or with District approval on property owned by third parties. The District shall arrange with the property owners to provide access for the Contractor if such access is required to successfully complete the project. The Contractor shall abide by all special conditions or limitations on access required by the property owners. The Contractor will not enter upon any of the lots nor commence work thereon until the District issues a Purchase Order. Areas disturbed by work operations shall be filled, re-graded, sodded, seeded, patched, repaired and/or replaced as directed by the Project Manager.

Prior to commencing work on the initial work order, the Contractor shall complete an *Application for Key Permit*, Online at www.sfwmd.gov, and adhere to the terms of said permit. Also, the Contractor shall provide a deposit of \$200.00 for each key issued. Deposits for keys will be refunded upon return of key to issuing agent. The Contractor is also liable for any locks that are missing during Contractor's operations. The Contractor will be invoiced at the current replacement cost for each missing lock. Additionally, the Contractor is responsible to immediately secure all gates and entry barriers as soon as the equipment has been moved onto the right-of-ways. The Contractor may be held liable to the adjacent land owner for livestock that escapes and/or damages that occur as a result of negligence and failure to secure the right-of-ways in a timely manner.

Any questions by the Contractor shall be provided to the District Project Manager prior to beginning work. The Contractor shall start the work on the specified start date and complete the work by the specified ending date. The District Project Manager may allow additional time for inclement weather. Some of the canal banks may be soggy at times of high water levels. The Contractor shall not cause rutting damage if the banks are soggy. The Contractor is responsible to restore delivery routes to as good or better condition before demobilization. Any questionable items must be immediately identified and resolved with the District Project manager.

All equipment left on the right-of-way unattended shall be parked as far from the waters edge as possible. Unattended equipment shall be secured in a manner that will prevent movement by unauthorized personnel. Security of the Contractor's equipment is the responsibility of the Contractor.





STATEMENT OF NO RESPONSE

SOLICITATION NO. 6000000263

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: _____

RFB No. 6000000263
Drug-Free Workplace Certification

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

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

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

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

Company Name

By: _____
Authorized signature



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

PURCHASE ORDER

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

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

THIS NUMBER MUST APPEAR ON ALL
PACKAGES, PACKING LISTS, INVOICES,
AND CORRESPONDENCE.

PAYMENT TERMS
PAY WITHIN 30 DAYS NET .

PAGE NO. of		DATE OF ORDER	EST. DELIVERY DATE
VENDOR NO.	PURCHASING AGENT	PHONE	F.O.B DESTINATION
			CONFIRMING

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

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

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

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

PURCHASE ORDER TERMS AND CONDITIONS

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

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT's PURCHASE ORDER number and original invoices (clearly marked "Original") shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, Box 24682, West Palm Beach, FL 33416-4680. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may also be submitted electronically via e-mail or fax. It is the policy of the DISTRICT that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all DISTRICT requirements as specified in the PURCHASE ORDER for invoice submission. The time at which payment shall be due from the DISTRICT shall be forty-five (45) days from receipt of a proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the DISTRICT conditions that are detailed herein. If all conditions are met and payment is not made by the DISTRICT in this timeframe, interest shall accrue after 30 days at the rate of 1% per month on the unpaid balance. The VENDOR must invoice the DISTRICT for any accrued unpaid interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms and Conditions for Commodities:

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

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

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

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

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

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

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

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

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

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

Additional Terms and Conditions for Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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