



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT OFFICE, BUILDING #4
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4135; FAX: (352) 754-3497
Email: Brian.Bickhardt@watermatters.org
Posted: February 21, 2020**

**REQUEST FOR BID (RFB) 2004
FOR
2021 CONVENTIONAL CAB DUMP TRUCK**

The Southwest Florida Water Management District (DISTRICT) requests bids from responsive and responsible bidders to furnish and deliver a new 2021 Conventional Cab Dump Truck. This vehicle and services are more specifically described in this Request for Bid (RFB). The successful bidder, hereinafter Seller, will deliver the required equipment, accessories and services F.O.B. destination point at 2379 Broad Street, Brooksville, Hernando County, Florida.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #2004
2021 CONVENTIONAL CAB DUMP TRUCK**

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PART I – INTRODUCTION

The Southwest Florida Water Management District (DISTRICT) requests bids from responsive and responsible equipment manufacturer(s) or authorized dealer(s) to furnish and deliver 2021 Conventional Cab Dump Truck. The bidder(s) are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered equipment under this RFB. No additional allowances will be made due to lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the DISTRICT.

- 1.1 **INTERNET AVAILABILITY.** DISTRICT solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Bidders receiving solicitations from the DISTRICT's Internet website are responsible to recheck the website for any changes or addenda.
- 1.2 **AMERICANS WITH DISABILITIES ACT (ADA).** The DISTRICT does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the DISTRICT's functions, including access to and participation in the DISTRICT's programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the DISTRICT's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
- 1.3 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the DISTRICT at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.
- 1.4 **QUESTIONS.** All questions or clarifications concerning this RFB shall be submitted in writing to the DISTRICT's Procurement Department by e-mail, Brian.Bickhardt@watermatters.org, or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than ten (10) days prior to the bid opening date. All responses to questions will be sent to all prospective bidders in the form of an addendum. Bidders are responsible to check the websites listed in Paragraph 1.1, Internet Availability, for the DISTRICT's responses to the questions presented.
- 1.5 **BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form and all blanks filled in. To be considered a valid bid, one (1) signed ORIGINAL (marked original), and one (1) exact electronic copy (CD or USB flash drive) must be received by the DISTRICT's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management DISTRICT, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Tuesday, March 17, 2020 at 2:00 p.m.** Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter.
- 1.6 **DELAYS, CHANGES AND ADDENDA.** The DISTRICT reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the DISTRICT. Any changes, delays, addenda or questions and answers related to this RFB issued by the DISTRICT will be posted to the websites identified in Paragraph 1.1, Internet Availability. Bidders receiving the RFB from the DISTRICT's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.

- 1.7 **CANCELLATION.** The DISTRICT reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the DISTRICT's website. Additionally, the DISTRICT reserves the right to reject all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the DISTRICT's website and sent to all bidders. No bidder will have any rights against the DISTRICT arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids.
- 1.8 **BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5, Bid Receipt and Opening, if the DISTRICT receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.9 **BID SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.10 **SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.
- 1.11 **REJECTION OF BID.** The DISTRICT reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the DISTRICT. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 **RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the DISTRICT requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The DISTRICT reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The DISTRICT reserves the right before awarding the bid, to require a bidder and its resellers to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed resellers to ensure acceptability.
- 1.13 **REFERENCES.** Each bidder must provide at least three (3) references, other than the DISTRICT, who can verify bidder's qualifications and past performance record on purchases of similar scope, as may be more specifically described in Attachment 2.
- 1.14 **BID TABULATION AND NOTICE OF INTENT TO AWARD.** Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties in the

DISTRICT's Procurement Office and on the DISTRICT's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the DISTRICT provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.

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

1.14.1 The Notice of Intent to Award will be posted on the websites stated above and in the DISTRICT's Building No. 4 Lobby located at 2379, Brooksville, Florida 34604-6899.

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

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

1.16 **AGREEMENT.** By submitting a bid, bidder agrees to all the terms and conditions of this RFB. If a bidder desires to propose a change to a term or condition herein, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the DISTRICT will construe the bid as though no changes were presented. The DISTRICT's execution of the Bid Response Form of the Seller shall result in a binding agreement without further action by either party. The Seller must submit a Certificate of Insurance to the DISTRICT within ten (10) days from notice that they have been awarded this Agreement. The Seller must order the equipment within ten (10) business days from the date the Purchase Order is issued. Delivery must be coordinated with the project manager in the DISTRICT's Fleet Operations. Time is of the essence. The Agreement will consist of the terms and conditions of this RFB, including any addenda, and the Seller's Bid Response, and any changes must be agreed to through a formal amendment.

1.17 **LAW COMPLIANCE.** All aspects of the Agreement are subject to and governed by Florida laws. Venue shall lie exclusively in Hillsborough County, Florida. The Seller agrees to comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

1.18 **INDEMNIFICATION.** The Seller agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Seller, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Seller's performance under the Agreement. The Seller also agrees to defend all actions or claims brought against the DISTRICT and hold harmless the DISTRICT from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. The Seller's obligations contained in this Paragraph will survive acceptance of the goods or services by the DISTRICT.

PART II - GENERAL CONDITIONS

- 2.1 **BID PRICE.** The bid price shall include all equipment, parts and service manual CD, operator's manual, delivery, warranty, freight, required insurance, travel, installation, and options.
- 2.2 **TAXES.** The DISTRICT is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Seller in accordance with Florida and federal law.
- 2.3 **PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Seller's failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the DISTRICT.
- 2.3.1 The Seller shall allow public access to project documents and materials made or received by the DISTRICT in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Seller shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT's custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Seller does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the Seller or keep and maintain public records required by the DISTRICT to perform the service. If the Seller transfers all public records to the DISTRICT upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- 2.3.2 **IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**
- Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**
- 2.4 **PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The bidder further agrees to notify the DISTRICT if placement on either of these lists occurs. The bidder agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB) for all subcontracts or lower tier agreements executed to support the bidder's work under the Agreement.

- 2.5 **INSURANCE.** The Seller must maintain the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and should remain in effect until all services have been rendered. The Seller will not commence work under the contract(s) until the DISTRICT has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

- 2.5.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per Occurrence \$1,000,000

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

Bodily Injury per Person \$ 100,000

Bodily Injury Liability per Occurrence \$ 300,000

Property Damage Liability \$ 100,000

or

Combined Single Limit \$ 500,000

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

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

- 2.5.5 The Seller must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by the Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the Seller's notice of such cancellation or change from its insurance carrier.

- 2.5.6 The Seller shall require and obtain certificates of insurance from any subcontractor otherwise the Seller acknowledges that any and all coverage is afforded to the subcontractor by the Seller's insurance policies and is not the responsibility of the DISTRICT.

- 2.6 **STANDARDS FOR QUALITY AND WORKMANSHIP.** All materials, equipment, and supplies furnished by the Seller for permanent incorporation into the equipment will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards. It is the DISTRICT's intent to obtain a high-quality equipment that will operate and function with least maintenance costs.
- 2.7 **GUARANTEE/WARRANTY.** The Seller must supply a minimum of a one (1) year manufacturer's warranty on all major components and defective items. Such warranty is applicable to all equipment, materials and installation thereof furnished by the Seller and will cover defective workmanship, mechanical and physical defects, leakage, breakage and failure under normal operation including but not limited to the failure of any major component such as drive train, complete engine, or undercarriage. Each major component to be defective within the warranty period will be replaced or repaired by the Seller.
- 2.8 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item as determined by the DISTRICT. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's model and model number. The bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection.

PART III – SCOPE AND SPECIFICATIONS

- 3.1 **SCOPE.** It is the purpose of this RFB to obtain a firm fixed price for the purchase of a new 2021 Conventional Cab Dump Truck (Dump Truck) to include all expenses described in Paragraph 2.1, Bid Price, of this RFB. The DISTRICT does not guarantee any minimum or maximum quantities under this RFB.
- 3.2 **EQUIPMENT SPECIFICATIONS.** The bidder will provide documentation to include descriptive literature and/or complete specifications evidencing the following requirements. References to literature submitted in a previous response to a DISTRICT Request for Bids will not satisfy this provision.

The 2021 Conventional Cab Dump Truck specifications are as follows:

3.2.1 **Dump Truck Minimum Horsepower/Engine/Driveline/Fuel**

- Engine shall be minimum of 500 Horsepower, 1850 ft/lbs. of torque.
- Transmission shall be ALLISON 4500 RDS AUTOMATIC with PTO PROVISION.
- Steel oil pan guard.
- 100-gallon aluminum fuel tank if available, 80 gallon minimum required.

3.2.2 **Dump Truck Size/Axels/Suspension/Operation**

- Minimum Gross Vehicle Weight Capacity of 70,000 Lbs.
- Gross Combination Weight of 90,000 Lbs.
- Installed OX Body 18/20-yard dump bed with high lift tail gate.
- Tail gate locking pins (stowed in cab).

- Electric heavy-duty tarp (installed).
- Cab controls for dump and tarp.
- 5375MM (212 Inch) Wheelbase is preferred.
- Frame preferred specifications: 11/32X3-1/2X10-15/16 Inch Steel (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI.
- 1500MM (59 Inch) Rear Frame Overhang.
- 1/4 INCH (6.35MM) C-Channel Inner Frame Reinforcement.
- Set back axle type
- RT-46-160 46,000# R-Series Tandem Rear Axle.
- DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 Drop Single Front Axle.
- Tag Axle HENDRICKSON SC13/SCO13 13,200# FF1 Steerable 15X4 Brake Integral Pusher Axle.
- TUFTRAC GEN2 46,000# Rear Spring Suspension.
- 18,000# TAPERLEAF Front Suspension.
- Jacobs compression engine brake
- 30 - ton swivel type trailer hitch with glad hand ports and d-rings.
- Standard 7-way trailer electrical plug installed near hitch.
- LED lights (exterior) including stop, back up, tail and marker lights

3.2.3 **Dump Truck Cab/Tire Specifications**

- Exterior Cab to be painted White.
- Interior colors as dark as possible.
- 3 sets of keys for the truck.
- LED lights (interior).
- Cab items to include adjustable tilt and telescopic steering.
- Both Driver and Passenger seats to be high back air ride seats with adjustable lumbar.
- Both L/H and R/H glass and rear glass to be tinted.
- Door mounted mirrors.
- Cruise control.
- Power windows and door locks.
- AM/FM radio.
- Stainless fender mounted convex mirrors.
- Removable front tow hooks, rear tow hooks installed permanent.
- Front "floatation tires" 385/65R22.
- Rear tires 11R22.5.
- Tag Axle tires 295/75R22.5.
- Each tire to have "Cat Eye" pressure indicator and lug nut torque indicators on each lug.
- On-Board diagnostics.
- Jump start posts for positive and negative terminals near the battery.

3.2.4 **Dump Truck Delivery/Warranty/Manuals**

- Shall be delivered to Brooksville, Florida within 120 days of issuance of the Purchase Order.

- Shall include a one (1) year, unlimited mileage warranty that includes the vehicle, engine and drivetrain.
- Seller shall submit a sample of all manufacturer warranty documentation with the submittal of their Bid Response form along with an estimated response time after notification of required services.
- Manufacturer's warranties must be provided upon delivery of the Dump Truck.
- Seller must submit documentation reflecting nationwide availability of parts and services for the equipment with their Bid Response Form. An address of the dealership is acceptable.

PART IV – BID RESPONSE

4.1 **BASIS FOR AWARD OF AGREEMENT.** The DISTRICT will award the agreement to the lowest responsive, responsible bidder. The DISTRICT does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the DISTRICT, will best serve the needs and the interest of the DISTRICT. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 **SATISFACTORY REFERENCES.** Bid references must be provided with your bid response as identified in Paragraph 1.13, References.

4.1.2 **ACKNOWLEDGMENT OF ADDENDA.** Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

4.1.3 **SUBMITTALS.** Bidder must submit documentation required under Section 2.1, Bid Price and 3.2, Equipment Specifications.

4.1.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive.

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

- Attachment 1 - Bid Response Form
- Attachment 2 - Mandatory Information Form
- Attachment 3 - Public Entity Crimes Statement

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**ATTACHMENT 1
BID RESPONSE FORM
FOR
2021 CONVENTIONAL CAB DUMP TRUCK
BID NUMBER RFB 2004**

The bidder agrees to furnish and to deliver as indicated, FOB destination point at 2379 Broad Street, Brooksville, Hernando County, Florida, for the prices quoted thereon as follows:

Firm fixed prices will be stated and include all equipment and all items referenced in Section 2.1, Bid Price.

BID RESPONSE				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1	2021 Conventional Cab Dump Truck	1	EA	

TOTAL BID IN WORDS (Type or Clearly Print):

Manufacturer/Model of 2021 Conventional Cab Dump Truck Bidding:

State anticipated number of days for delivery after receipt of order (ARO). _____

Location of nationwide parts, service or dealership:

**ATTACHMENT 2
BID NUMBER RFB 2004
MANDATORY INFORMATION FORM
(WILL BE RETURNED WITH BID RESPONSE)**

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

Bidder must demonstrate bidder's specific sales of equipment similar to the requirements set forth in subsection 3.2 of this RFB, locations and contact information to whom the equipment was sold must be provided.

- Sales within the last five (5) years. References must be from equipment sold from 2020 or earlier.
- Similar to the requirements of this RFB.

Bidder Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

ATTACHMENT 3

PUBLIC ENTITY CRIMES STATEMENT

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

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

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

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

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

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

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

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

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

SELLER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal: