



**REQUEST FOR BIDS (RFB) #22CN0003947
MONITORING WELL STEEL CASING**

**SUBMIT PROPOSALS TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM.**

**DIRECT INQUIRES TO: Sherry Wooten, Procurement Specialist
TELEPHONE: (305) 505-2970
Email: procurement@watermatters.org
Posted: December 16, 2022**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver a monitoring well steel casing. This material is more specifically described in this Request for Bid(s) (RFB). The successful bidder, hereinafter Seller, will deliver the required material F.O.B. destination point to 9450 Hog Farm Road, Polk City, Florida 33868.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
MONITORING WELL STEEL CASING
REQUEST FOR BIDS NO. 22CN0003947**

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PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible material manufacturer(s) for Monitoring Well Steel Casing. 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 material 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, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watermatters.org/procurement>, and DemandStar at www.demandstar.com.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on 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, services or activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions should be presented in writing to the Procurement Services Office at procurement@watermatters.org for receipt no later than 5:00 p.m. Eastern on Wednesday, January 4, 2023. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1, Internet Availability for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** The bid opening will be public, on 2:00 p.m. on January 24, 2023. It is bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. Bidders must submit one complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this solicitation. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Responses will remain binding upon the Respondent for a period of 60 days thereafter.

The District may make an award within 60 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within 60 days, the responses shall remain firm until either the District awards the contract or the District receives written notice from a Respondent that its response is withdrawn.

By submitting a response, the Bidder agrees to all the terms and conditions of this RFB. Any changes offered by a bidder in a response will not be considered by the District. The submittal of a response will constitute the Bidder's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a bidder desires to propose a change to a term or condition of this RFB, the bidder MUST submit its request under the procedure set forth in Section 1.4, Questions. Bidders are responsible for all costs associated with the preparation of its bid.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/ TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2:00 p.m. on January 24, 2023. Bidders may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:

Join Microsoft Teams meeting on your computer or mobile app via

<https://bit.ly/3FJP7gQ>

Or call in (audio only)

[+1 786-749-6127](tel:+17867496127),10504661# United States, Miami

Phone Conference ID: 105 046 641#

- 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, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1, Internet Availability. Bidders will acknowledge receipt of all Addenda in their responses.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1, Internet Availability. No bidder will have any rights against the District arising from the District's publicized intention to award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.8 BID WITHDRAWAL.** Responses may be withdrawn at any time prior to the bid opening.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded to DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.10 OPTIONAL ALTERNATIVE BID PROPOSALS.** Optional alternate bids are not applicable to this solicitation.
- 1.11 REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is 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.** A response that does not meet all requirements of this solicitation or fails to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. A bidder whose responses, past performance, or current status does not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation, 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 contract, to require a bidder to submit such evidence of its 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 will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.
- 1.13 REFERENCES.** The bidder shall provide references who can verify bidder's qualifications and past performance record as described in Attachment 2, General Conditions.
- 1.14 NOTICE OF INTENT TO AWARD.** The District will award the contract in accordance with Section 4.1, Basis for Award of Agreement. A Notice of Intent to Award will be posted for review by interested parties on the website(s) identified in Section 1.1, Internet Availability.

- 1.15 **BID PROTEST.** A person who protests the bid specifications or an Award or Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 1.16 **LAW COMPLIANCE.** The Supplier will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the contract resulting from this RFB. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.

PART II - GENERAL CONDITIONS

2.1 DEFINITIONS.

- 2.1.1 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Supplier.
- 2.1.2 **And:** Shall also mean “or” and the word “or” shall also mean “and” whenever the contents or purpose so requires.
- 2.1.3 **Bidder:** Any firm who submits a bid for the Project described in this Request for Bids.
- 2.1.4 **Bid Price:** The bid price shall include all materials, freight, and delivery.
- 2.1.5 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.6 **District Project Manager:** Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through an assistant duly authorized in writing. The District’s Project Manager for this Project is Ted Gates, P.G., Data Collection Bureau.
- 2.1.7 **Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.

2.2 **BID PRICE.** The bid price shall include all materials, freight, required insurance, and travel.

2.3 **ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed. The Contractor will perform a complete and finished job of the scope designated in the award whether the final quantities are more or less than those estimated. The Seller will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Attachment 1, Bid Response Form, submitted in response to this RFB.

2.4 **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.

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

2.5.1 This section shall survive the award, termination, expiration, or cancellation of this RFB.

2.6 **PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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 Seller, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, Bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Bidder further agrees to notify the District if placement on either of these lists occurs. The Bidder agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB) for all subcontracts or lower tier agreements executed to support the Bidder's work under the Agreement.

2.7 INSURANCE. The Supplier 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 materials have been delivered. 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.**

2.7.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 0001) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per Occurrence \$1,000,000

2.7.2 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

2.7.3 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.

2.7.4 Supplier must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. If Supplier does not carry workers' compensation coverage, Supplier must submit to the District both an affidavit stating that the Supplier meets the requirements of an independent contractor as stated in Chapter 440 Florida Statutes and a certificate of exemption from workers' compensation coverage.

2.7.5 Supplier must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFB. Such notification must be provided to the District within 5 business days of the Supplier's notice of such cancellation or change from its insurance carrier.

2.7.6 The Supplier shall require and obtain certificates of insurance from any subcontractor otherwise the Supplier acknowledges that any and all coverage is afforded to the subcontractor by the Supplier's insurance policies and is not the responsibility of the District.

2.8 INDEMNIFICATION. See Paragraph 4 of Attachment 3.

2.9 WITHHOLDING PAYMENT. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Seller under any contract with the District.

2.10 DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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. By submitting a proposal to this RFB, the Bidder certifies that it is not on the discriminatory vendor list.

- 2.11 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By submitting a proposal in response to this RFB, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its proposal.
- 2.12 STANDARDS FOR QUALITY AND WORKMANSHIP.** All materials, equipment, and supplies furnished by the Supplier for permanent incorporation into the material will be new and of quality standards as specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality material that will operate and function with least maintenance costs.
- 2.13 GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Supplier will be guaranteed by the Supplier against defective workmanship, mechanical and physical defects, leakage, breakage and failure under normal operation for a period of one year from the date of acceptance thereof by the District. Each item of equipment to be defective within the specified period of the guaranty will be replaced without cost to the District by the Supplier. The Supplier will be responsible for all costs associated with repairs, replacement parts and labor, or reimbursement if equipment malfunctions during the warranty period.
- 2.14 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.
- 2.15 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with Section 448.095, Florida Statutes, the Supplier, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Supplier was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Supplier or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Supplier shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Supplier and each subcontractor performing through the Supplier are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

PART III – SCOPE AND SPECIFICATIONS

- 3.1 SCOPE.** It is the purpose of this RFB to obtain a firm fixed price for the purchase new Steel casing to include all expenses described in Paragraph 2.2, Bid Price, of this RFB. The District does not guarantee any minimum or maximum quantities under this RFB.
- 3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** Bidder will provide documentation to include, descriptive literature and complete specifications. Vendor will deliver all materials at one time or over a series of deliveries with no increase in price; that will be determined by the Vendor and District's PM after award has taken place. Materials will be unloaded from vendor truck by District personnel using the District's forklift.
- 3.2.1 MATERIAL SPECIFICATIONS.** The purchase of new Carbon Steel Casing for well drilling. Description of material is measured in the following manner: Diameter (inches) X Wall Thickness (inches) X Length (linear feet). Exact quantities required are listed below.

<u>Item #</u>	<u>Dimensions</u>	<u>Quantity</u>	<u>Unit</u>
1	24-inch x 0.375-inch x 42-feet	320	Linear Feet
2	16-inch x 0.250-inch x 42-feet	970	Linear Feet
3	10-inch x 0.250-inch x 42-feet	2,895	Linear Feet
4	4-inch x 0.237-inch x 42-feet	3,220	Linear Feet

3.3 DELIVERY. Delivery of materials shall take place Monday through Thursday between the hours of 8am – 3pm. The delivery time and date will be determined by the Supplier and District PM. All materials will be unloaded from the Supplier’s truck by District personnel using the District’s forklift. The number of deliveries needed to complete the order will be determined by the Supplier and the District’s PM. Access to the site should be of no concern to the Supplier since District personnel will be on location at the time of material delivery. The site is a standard pasture material (grass), and the Supplier’s trucks do not necessarily have to go onto the site to make the delivery. The Supplier will deliver the required material F.O.B. destination point to 9450 Hog Farm Road, Polk City, Florida 33868.

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 issued for this RFB on the Bid Response Form (Attachment 1).

4.1.3 SUBMITTALS. Bidder must submit documentation required under Section 2.2, Bid Price and 3.2, General Requirements and Technical Specifications.

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

4.1.4.1 Bid and Contract forms required with bid submission:

- **Attachment 1** - Bid Response Form
- **Attachment 2** - References
- **Attachment 3** - Purchase Order Terms and Conditions
- **Attachment 4** - Public Entity Crimes Statement

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**ATTACHMENT 1
 BID RESPONSE FORM
 FOR
 MONITORING WELL STEEL CASING
 BID NUMBER RFB 22CN0003947**

The undersigned bidder has carefully read this RFB and its provisions, terms, and conditions covering the materials as called for, and fully understands the requirements and conditions. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all terms and conditions of this RFB and certifies that the person(s) signing this bid is(are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this RFB, the Bidder will provide the material as stipulated in the specification of this RFB. Bidder further agrees to furnish and to deliver as indicated, F.O.B. destination point to 9450 Hog Farm Road, Polk City, Florida 33868, for the prices quoted thereon as follows:

Firm fixed prices will be stated and include items identified in Section 2.2, Bid Price.

ITEM #	STEEL CASING DIMENSIONS (Diameter X Thickness (Wall) X Length)	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (QUANTITY x UNIT PRICE)
1	24-inch x 0.375-inch x 42-feet	320	LINEAR FEET	\$ _____	\$ _____
2	16-inch x 0.250-inch x 42-feet	970	LINEAR FEET	\$ _____	\$ _____
3	10-inch x 0.250-inch x 42-feet	2,895	LINEAR FEET	\$ _____	\$ _____
4	4-inch x 0.237-inch x 42-feet	3,220	LINEAR FEET	\$ _____	\$ _____

Delivery Days after Receipt of PO: _____

Total Bid Price (Items 1 -4): \$ _____

Total Bid Price in Words (Type or Clearly Print):

**ATTACHMENT 1 (Cont.)
 BID RESPONSE FORM
 FOR
 MONITORING WELL STEEL CASING
 BID NUMBER RFB 22CN0003947**

The undersigned Bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the Bidder. Bidder agrees that if bidder is awarded this RFB, Bidder will provide the services as stipulated.

The undersigned Bidder certifies that the Attachment 2, References, information provided is true and correct to the best of his/her knowledge.

The undersigned Bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website <http://www.watermatters.org/procurement> and DemandStar at www.demandstar.com. Each Bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: _____

Bidder has not been Debarred by a political agency within the State of Florida.

 Bidder Name (Company Name as Contained on Corporate Seal)

 Mailing Address City State Zip Code

 Physical Address City State Zip Code

 Telephone Number Fax Number Email Address

 Authorized Signature Date Print/Type Name and Title

Upon award of the contract to Bidder and execution of this Bid Response Form by the District, the contract for RFB 22CN0003947, Steel Casing Attachment, will be effective and binding upon both parties and will consist of this RFB, including all its terms, conditions and addenda, and the Bid Response of the Bidder.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this RFB on the day and year set forth next to their signatures below.

BIDDER: _____ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
 Authorized Agent for Company Date

 (Type/print name and title)

By: _____
 Amanda Rice Date
 Assistant Executive Director

**ATTACHMENT 2
REFERENCES
FOR
MONITORING WELL STEEL CASING
BID NUMBER RFB 22CN0003947**

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 material similar to the requirements set forth in subsection 3.2 of this RFB, locations and contact information to whom the material was sold must be provided.

- Sales within the last five (5) years. References must be from material sold 2018 to present.
- Similar to the requirements of this RFB.

Bidder's Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Material Sold: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Material Sold: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Material Sold: _____

**ATTACHMENT 3
PURCHASE ORDER TERMS AND CONDITIONS
FOR
MONITORING WELL STEEL CASING
BID NUMBER RFB 22CN0003947**

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Supplier named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Supplier will allow public access to documents and materials made or received by Vendor/Supplier in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Supplier. If Vendor/Supplier fails to comply with any provision of this Purchase Order, the District will provide Vendor/Supplier with written notice of default and Vendor/Supplier will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Supplier fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Supplier will not be construed as the District's waiver of any other obligation of Vendor/Supplier.
4. Vendor/Supplier agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Supplier, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Supplier's performance under this Purchase Order. Vendor/Supplier also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Supplier's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Supplier agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Supplier warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Supplier agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Supplier providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Supplier will also require the same insurance from any subcontractor; otherwise, such coverage will be afforded to the subcontractor by the Vendor/Supplier's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other

manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.

10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.

11. All materials, drawings or other items provided by the District to Vendor/Supplier will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.

12. Materials will be properly packaged and marked with the Purchase Order number.

13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.

14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.

15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.

16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.

17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Supplier will perform as an Independent Supplier and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create any relationship between the District and any subcontractor of Supplier.

19. The Supplier, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Supplier will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.

20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.

21. In the event of any national, state or local emergency which significantly affects Vendor/Supplier's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Supplier such as labor strikes or riots, then the Vendor's/Supplier's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Supplier's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Supplier is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents

related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Supplier to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the number of expenditures made to disadvantaged businesses by the Supplier in relation to this Purchase Order, to the extent the Supplier maintains such information.

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

23. Supplier's liability is limited as provided in this Section 22. Supplier agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Supplier and other persons employed or utilized by the Supplier in the performance of this Purchase Order in accordance with Section 725.08, F.S. Supplier's obligations contained in this paragraph will survive acceptance of the services by the District.

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ATTACHMENT 3 (Cont.)

**ADDENDUM TO PURCHASE ORDER TERMS AND CONDITIONS
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Addendum is hereby incorporated into and made a part of this Purchase Order.

Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

Vendor/Supplier 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 Vendor/Supplier 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 Vendor/Supplier 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 Vendor/Supplier or keep and maintain public records required by the District to perform the service. If the Vendor/Supplier transfers all public records to the District upon completion of this Agreement, the Vendor/Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Vendor/Supplier keeps and maintains public records upon completion of this Agreement, the Vendor/Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE VENDOR/SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482 by email at RecordsCustodian@Watermatters.org, or at the following mailing address:

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

The remainder of this page is intentionally left blank.

**ATTACHMENT 4
PUBLIC ENTITY CRIMES STATEMENT
FOR
MONITORING WELL STEEL CASING
BID NUMBER RFB 22CN0003947**

**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, 1 33(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. 1 33(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: