



**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. 4133; FAX: (352) 754-3497
Email: Sherry.Wooten@SWFWMD.state.fl.us
Posted: July 27, 2018**

**REQUEST FOR BID (RFB) 1819
FOR
AMPHIBIOUS VEHICLE WITH OPTIONAL TRADE-IN**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver a new Amphibious Vehicle, and if possible, provide an optional firm fixed trade-in value for a 2008 Marsh Master MM2-C (MM2-C) that would be applied against the price of the new Amphibious Vehicle. This equipment and services are more specifically described in this Request for Bid(s) (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 NO. 1819
AMPHIBIOUS VEHICLE WITH OPTIONAL TRADE-IN**

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PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders, including equipment manufacturer(s) or authorized dealer(s), to furnish, assemble, deliver and provide training for one (1) new Amphibious Vehicle with Optional Trade-In. Bidders 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 and trade-in 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, Sherry.Wooten@SWFWMD.state.fl.us, 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 Friday, August 3 at 3:00 p.m. 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, two (2) signed ORIGINALS (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 **Wednesday, August 8, 2018 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 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 discretion 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-responsive. 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, Mandatory Information Form.
- 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 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, Broad Street, 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 EXECUTION OF 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 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 or begin manufacturing the equipment within ten (10) business days from the date the Purchase Order is issued. The Seller must deliver the equipment within 90 to 180 days or provide documentation that the equipment is listed on the manufacturer's build list, from the issuance of the Purchase Order. The terms and conditions of this RFB and the Purchase Order constitute the contractual relationship between the Seller and the District. Delivery must be coordinated with the project manager in the District's Fleet Operations.
- 1.17 LAW COMPLIANCE.** The Seller 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 Agreement. The successful Seller 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 BID PRICE.** The bid price shall include all equipment, assembly, delivery, labor, materials, warranty, freight, required insurance, travel, training and services to include all costs associated with warranty work. Optional trade-in value for the 2008 Marsh Master MM2-C must include all associated trade-in expenses such as labor, insurance, transport and travel cost to pick-up the vehicle located on District property.
- 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. Sellers' 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** 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.

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. 4555, 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 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, 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. 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** Seller must carry workers' compensation insurance in accordance with Chapter 440, F.S. If Seller does not carry workers' compensation coverage, 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** Seller 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 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 of the trade for the category of work performed. 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, undercarriage, pontoon or hull. 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.
- 2.9** **PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Bidder, purchases may be made under this RFB by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein.
- 2.10** **INDEMNIFICATION.** The Seller agrees to indemnify and hold harmless the District, its 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of 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.
- 2.11** **DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., 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 bid, Bidder warrants that it is not currently on a discrimination vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Seller further agrees to notify the District if placement on either of these lists occurs. The Seller agrees to include this provision in all subcontracts issued as a result of the Agreement.

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 Amphibious Vehicle with Optional Trade-In 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** **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** Bidder will provide documentation to include, descriptive literature and/or complete specifications evidencing the following minimum requirements. References to literature submitted in a previous response to a District Request for Bids will not satisfy this provision.
- 3.2.1** **AMPHIBIOUS VEHICLE SPECIFICATIONS.** The purchase of a new Amphibious Vehicle, equivalent to a Marsh Tracker. Machine must have a minimum weight range of 5,000 – 7,000 Lbs. Other minimum specifications as follows:

3.2.1.1 Engine Specifications

- Machine engine shall have a minimum of 74 horsepower and a maximum of 90 horsepower.
- Engine compartment shall include provisions for adequate cooling air flow on the engine radiator.
- Machine engine must be equipped with dual hydraulic fans to eliminate hydraulic overheating issues.
- Machine engine compartment shall include provisions to contain a dual stage air cleaner.

3.2.1.2 Cab/General Specifications

- Machine shall have an enclosed cab for the operator, with vinyl type doors that would allow for easy exits in an emergency. A ROPS cab is preferred in case of roll over of the machine. (The District understands that any enclosed cab will be placarded with warnings for emergency evacuation that are solely dependent upon the operator of the machine).
- Cab shall be equipped with air conditioning, preferably roof mounted.
- Machine shall have a mount located on the back for a standard outboard engine.
- Machine shall have a standard 3-point hitch.
- Machine shall be equipped with at least an 8,000 Lb. front mounted winch that can be controlled from the cab.
- Machine shall have a sealed window in the cab that allows the operator to see the winch.

3.2.1.3 Track/Drive Specifications

- Vehicle shall be amphibious with tracks and must have similar dimension of 15-16 feet long, and 8 feet wide. The machine must have a weight range of 5,000 - 7,000 Lbs.
- Machine shall be equipped with a hydrostatic transmission type drive.
- Machine must have a bogey wheel system that is serviceable.
- Machine shall have at least 32 inches of ground clearance and have tracks that are at least 28 inches wide.

3.2.1.4 Miscellaneous Specifications

- Machine shall have a load capacity of at least 2,200 Lbs.
- Machine shall have a 110-gallon poly tank spray system with a pump.
- Machine shall have the ability to pull a 76-inch-wide rotary cutter, and have an auxiliary hydraulic circuit incorporated to run the cutter.
- Machine shall have as much open cargo area on the rear deck of the machine as possible.
- Machine shall be built with a minimum of 1/8" aluminum with a preference of 3/16" in structural areas.

3.2.1.5 Machine Warranty/Operator Training

- Machine shall include a one (1) year or three-hundred (300) hour warranty whichever lapses first.
- Operator training shall be provided at the District Headquarters in Brooksville, Florida within thirty (30) days after delivery.
- Manufacturers warranties, technical and operational manuals must be provided upon delivery of the machine.

3.2.2 OPTIONAL TRADE-IN SPECIFICATIONS. The option to provide a firm fixed trade-in value for a 2008 Marsh Master MM2-C, with spray pump and tank included. Trailer and mower attachment as shown in Attachment 5, Pictures of Marsh Master MM2-C, are not included in the trade-in. The MM2-C has 2,929 hours and is in operable condition. Site visits to review the MM2-C may be coordinated through the Project Manager, Sean Fitzgerald, (352) 796-7211, extension 4542.

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 reserves the right to consider the optional trade-in value as part of the basis of award if in the best interest of the District. In the event of a tie, the District reserves the right to select the bidder with the best combination of pricing, references and overall experience in providing the item(s) solicited under this RFB. 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 Paragraph 2.1, 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 Paragraph 4.1, Basis for Award of Agreement, 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 - Purchase Order Terms and Conditions
- Attachment 4 - Public Entity Crimes Statement

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ATTACHMENT 1
BID RESPONSE FORM
FOR
AMPHIBIOUS VEHICLE
BID NUMBER RFB 1819 WITH OPTIONAL TRADE-IN

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 Paragraph 2.1, Bid Price, of this RFB.

BID RESPONSE				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1	Amphibious Vehicle	1	EA	

Manufacturer/Model of Amphibious Vehicle: _____

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

BID RESPONSE OPTIONAL TRADE-IN VALUE				
BID ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL TRADE-IN VALUE
1	2008 Marsh Master MM2-C	1	EA	

**BID RESPONSE FORM
FOR
AMPHIBIOUS VEHICLE WITH OPTIONAL TRADE-IN
BID NUMBER RFB 1819**

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ATTACHMENT 2
BID NUMBER RFB 1819
MANDATORY INFORMATION FORM
(WILL BE RETURNED WITH BID RESPONSE)

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

Seller must demonstrate Seller's specific sales of equipment similar to the requirements set forth in Part III, Scope and Specifications of this RFB. Locations and contact information to whom the equipment was sold must be provided.

- Sales within the two (2) year period of equipment sold during calendar year 2016 and 2017.
- Similar to the requirements of this RFB.

Seller 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
PURCHASE ORDER TERMS AND CONDITIONS

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/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor 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/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor 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/Contractor 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/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor 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/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor 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/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor 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/Contractor 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/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor 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/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor'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/Contractor 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 Contractor will perform as an Independent Contractor 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 Contractor.
19. The Contractor, 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 Contractor 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/Contractor'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/Contractor such as labor strikes or riots, then the Vendor's/Contractor'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/Contractor'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/Contractor 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 Contractor 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 amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

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

23. Contractor's liability is limited as provided in this Section 22. Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

ATTACHMENT 4

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, 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]

- 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.**

My Notary Commission Seal:

ATTACHMENT 5

PICTURES OF MARSH MASTER MM2-C



ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



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PICTURES OF MARSH MASTER MM2-C



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ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



ATTACHMENT 5 CONTINUED

PICTURES OF MARSH MASTER MM2-C



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PICTURES OF MARSH MASTER MM2-C



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PICTURES OF MARSH MASTER MM2-C

