



**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4135; FAX: (352) 754-3497
Email: sherry.wooten@watermatters.org
Posted: May 18, 2018**

**REQUEST FOR BIDS (RFB) 1806
FOR
UNIFORM PRODUCTS AND SERVICES**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for the rental, or purchase of employee work uniforms, mats and miscellaneous products and services required for the District's Brooksville, Tampa, Bartow, Lakeland and Sarasota Service Offices. These services are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Bidder, will deliver the required services and render the required goods/services F.O.B. destination.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RFB 1806
UNIFORM PRODUCTS AND SERVICES

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PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Uniform Products & Services required for the District's Brooksville, Tampa, Bartow, Lakeland and Sarasota Service Offices. 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 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@watermatters.org, or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than ten (10) working days prior to the bid opening date. Bidders are responsible to check the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 **BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form and all blanks filled in. To be considered a valid bid, one (1) signed ORIGINAL (marked original), and one (1) exact electronic copy (CD or USB flash drive) must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Wednesday, June 13, 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 **LUMP SUM PRICE BID.** The lump sum price bid must be written on the Bid Response Form and include the bid breakouts where indicated. The bid price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.
- 1.12 **REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

- 1.13 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 contractors 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 contractors to ensure acceptability.
- 1.14 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 services of similar scope, as may be more specifically described in Attachment 2, Mandatory Information Form.
- 1.15 BID TABULATION AND NOTICE OF 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 agreement in accordance with Paragraph 4.1, Basis for Award of Agreement.
- 1.15.1** 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 (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.
- 1.15.2** 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.
- 1.16 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.
- 1.17 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Bidder, purchases may be made under this bid 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. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 1.18 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 of the Bidder shall result in a binding agreement without further action by either party. The Bidder must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded this Agreement. The terms and conditions of this RFB constitute the contractual relationship between the Bidder and the District.
- 1.19 LAW COMPLIANCE.** The Bidder 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 Bidder 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 TERM.** Attachment 1, Bid Response Form, Agreement is effective upon execution by both parties and will remain in effect unless terminated or amended. Services shall commence upon the issuance of a Purchase Order for the term of January 20, 2019 through January 19, 2024. Fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.
- 2.2 PRICE ESCALATION/DE-ESCALATION.** The District may consider a limited price escalation/de-escalation on an annual basis as set forth in this paragraph. The bid price shall be firm for the initial first year (first twelve (12) months) of this Agreement. Refer to Paragraph 2.1, Term. Each price escalation/de-escalation approved by the District in subsequent years, shall also be firm for subsequent one (1) year periods. An annual price escalation/de-escalation may be considered by the District for each subsequent year after the initial year providing that the Bidder notifies the District, in writing, by October 1st of each year and is based upon the Producer Price Index (PPI) for Item: Apparel and Accessories, n.e.c., Table 9 (Commodity Code: 0381-0441), for commodity and service groupings and individual items, not seasonally adjusted, published by the U.S. Bureau of Labor Statistics and can be

obtained via the internet website <https://www.bls.gov/ppi/#tables>. The price escalation percentage change shall not exceed the previous twelve (12) months percentage change of the PPI for the month of August (available mid-September). Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein. If, upon approval by the District of a price escalation, the PPI shows that the prices have decreased, and that the Bidder has not passed the decrease on to the District, the District reserves the right to place the Bidder in default and cancel the Agreement.

- 2.3 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 Bidder in accordance with Florida and federal law.
- 2.4 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. Bidder's failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.
- 2.4.1** Bidder 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 Bidder 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 Bidder 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 Bidder or keep and maintain public records required by the District to perform the service. If the Bidder transfers all public records to the District upon completion of this Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Bidder keeps and maintains public records upon completion of this Agreement, the Bidder 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at Peggy.Meinhardt@Watermatters.org, or at the following mailing address:

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

- 2.5 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 Bidder, supplier, contractor, 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 Attachment 4, 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.
- 2.6 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Bidder must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Bidder employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Bidder uses contractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Bidder must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 2.7 INDEMNIFICATION.** The Bidder 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 Bidder, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Bidder's performance under the Agreement. This Paragraph shall survive the expiration or termination of the Agreement.

- 2.8 **SUBCONTRACTORS.** Nothing in this RFB or the resulting Purchase Order will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the Bidder.
- 2.9 **DISADVANTAGED BUSINESS ENTERPRISES.** The District expects the Bidder 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 RFB. Invoice documentation submitted to the District under an Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Bidder in relation to the Agreement, to the extent the Bidder maintains such information.
- 2.10 **DEFAULT.** Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Bidder was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.
- 2.11 **REMEDIES.** Unless specifically waived by the District, the Bidder's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorney's fees and costs and attorney's fees and cost on appeal, due to said breach will be borne by the Bidder. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any Bidder's obligation will not be construed as the District's waiver of any other obligations of the Bidder. This provision shall survive the termination or expiration of this Agreement.
- 2.12 **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by the District without cause upon ten (10) days written notice to the Bidder. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the Bidder will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget, and are allowed under the Agreement.
- 2.13 **INSURANCE.** The Agreement resulting from this RFB will require the Bidder to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Bidder 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.**

2.13.1 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, including aircraft and watercraft liability, with the following minimum limits and coverage:

Per Occurrence \$1,000,000

As applicable, supplemental liability insurance must include explosion, underground and collapse hazard (XCU).

2.13.2 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

2.13.3 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.

2.13.4 Bidder must carry workers' compensation insurance in accordance with Chapter 440, F.S. Bidder does not carry workers' compensation coverage, Bidder must submit to the District both an affidavit stating that the Bidder meets the requirements of an independent Bidder as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.

2.13.5 Bidder 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 Bidder's notice of such cancellation or change from its insurance carrier.

- 2.13.6** The Bidder shall require and obtain certificates of insurance from any contractor otherwise the Bidder acknowledges that any and all coverage is afforded to the contractor by the Bidder's insurance policies and is not the responsibility of the District.
- 2.14** **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. The Bidder will perform a complete and finished job of the scope designated in the Agreement whether the final quantities are more or less than those estimated. The Bidder will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the bid price(s) submitted in the response to this RFB.
- 2.15** **PROTECTION OF WORK AND PROPERTY.** The Bidder will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Bidder will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Bidder will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 2.15.1** At all times, the Bidder will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Bidder. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Bidder.
- 2.16** **HOURS OF WORK.** Refer to Paragraph 3.2.2.
- 2.17** **ASSIGNMENT.** Except as otherwise provided in this Agreement, Bidder may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the Bidder assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.
- 2.18** **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.
- 2.19** **MATERIALS AND EQUIPMENT SCHEDULES.** As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Bidder will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed, which are not in accordance with the Agreement requirements, will be rejected.
- 2.20** **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Bidder will be guaranteed by the Bidder against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the technical specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Bidder.
- 2.21** **INSPECTION OF WORK.** The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Bidder will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the specifications without written authorization of the District, nor will the presence or absence of an inspector relieve the Bidder from any requirements of the Agreement.
- 2.21.1** If the Agreement Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Bidder will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply.
- 2.22** **TESTS.** The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Bidder furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Bidder of his responsibility to furnish satisfactory material. The Bidder will furnish two (2) copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Bidder will pay all costs for testing required, together with other changes incidental to testing.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE. It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when ordered, to the District, rental, or purchase of employee work uniforms, mats and miscellaneous products and services required for the District’s Brooksville, Tampa, Bartow, Lakeland and Sarasota Service Offices.

3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS. The District will rent, purchase or utilize a combination of both rental and purchase, whichever method is determined to be in the best interest of the District, in providing products and services to its employees. District employees may also place personal orders from a vendor’s catalog at a discounted price. Refer to Paragraph 3.4, Catalog Discount.

3.2.1 DISTRICT SERVICE OFFICE LOCATIONS TO BE SERVICED.

3.2.1.1 Approximate number of employees by location and plan. There are approximately 110 employees currently participating in the District uniform program including both field and professional classifications. The number of employees at any location may vary and should be used only as a guide in determining delivered uniform pricing. The District does not guarantee a minimum number of uniforms to be rented and/or purchased at any single location or in total throughout the District. The District reserves the right to purchase, on the open market, any uniform shirts or other items not available from the Bidder’s catalog.

<u>Locations</u>	<u>Rental</u>	<u>Purchase</u>
Brooksville Service Office 2379 Broad Street, Brooksville, FL 34604	23	31
Bartow Service Office 170 Centurey Boulevard, Bartow, FL 33830	0	1
Lakeland Service Office 3210 Jacque Lee Lane, Lakeland, FL 33803	3	5
Tampa Service Office 7601 Highway 301 North, Tampa, FL 33637	12	20
Sarasota Service Office 6750 Fruitville Road, Sarasota, FL 34240	3	2
Total	41*	59*

*Note: All numbers are subject to change.

3.2.2 FREQUENCY. Scheduled weekly uniform services will be performed for 251, more or less, annual workdays, excluding the following District-observed holidays (subject to change).

- 3.2.2.1 New Year’s Day
- 3.2.2.2 Dr. Martin Luther King, Jr. Day
- 3.2.2.3 Memorial Day
- 3.2.2.4 Independence Day
- 3.2.2.5 Labor Day
- 3.2.2.6 Veterans Day
- 3.2.2.7 Thanksgiving Day
- 3.2.2.8 Friday after Thanksgiving
- 3.2.2.9 Christmas Day

3.2.3 PRICING.

3.2.3.1 Uniform Rentals. Pickup and Delivery of all laundering service items at each service office location.

3.2.3.1.1 Five-day workweek employees: five (5) to eleven (11) partial or full sets depending on employee needs. For laundering service; pickup five (5) soiled sets and deliver five (5) laundered sets weekly.

3.2.3.1.2 Four-day workweek employees: four (4) to nine (9) partial or full sets depending on employee needs. For laundering service, pickup four (4) soiled sets and deliver four (4) laundered sets weekly.

3.2.3.2 Uniform Purchases. The District may purchase clothing items in quantities of one (1) to six (6) items per employee annually with single or multiple replacements.

3.2.3.3 Door Mat Rentals. All indoor mats must be changed out weekly. For laundering services; pick up and deliver weekly to the designated areas.

3.2.3.4 Door Mat Purchases. The District may purchase mats if determined to be most cost effective for the District.

3.2.3.5 Other Rental Products.

3.2.3.5.1 Shop towels, 100 per bundle, for use in dirty working environments, such as the District's fleet garage. For laundering services; pick up and deliver weekly to the designated areas.

3.2.4 PRODUCT SPECIFICATIONS. The following specifications are the minimum acceptable requirements for furnishing District uniforms and related products. All uniforms issued to District employees initially and through replacements due to size changes or normal job-related wear and tear, must be **BRAND NEW** garments and not "recycled" or reused garments. In the event that "recycled" or reused garments are issued either initially or as replacements, Bidder may be declared in default, and this agreement may be terminated. Unless otherwise specified, color selection will be at the option of the District. Fabrics specified as a "Blend" may include any combination of poly/cotton blend including, but not limited to, 50/50, 60/40, 65/35 or any reasonable combination that would be considered a blend throughout the industry. Target fabric weights are, but not limited to, work shirts at 4.25 ounces (oz.), twill blend pants or shorts at 9 oz., and jeans at 14.5 oz. Other weights of fabric will be considered if the garment fabric weight presented is considered a comparative weight throughout the industry.

3.2.4.1 Work Pants, 8 oz., 65/35 Industrial Blend.

- 3.2.4.1.1** Basic design, full cut, hemmed
- 3.2.4.1.2** Permanent Press
- 3.2.4.1.3** Two double-stitch slash front pockets and two button-thru back pockets
- 3.2.4.1.4** Heavy duty brass zipper, button closure at waist
- 3.2.4.1.5** Belt loops
- 3.2.4.1.6** Color: Gray and Navy Blue

3.2.4.2 Work Pants, 14.5 oz., 100% Cotton Denim Blue Jeans.

- 3.2.4.2.1** Regular, Relaxed and Boot Cut fit
- 3.2.4.2.2** Pre-washed, five (5) pockets
- 3.2.4.2.3** Heavy duty brass zipper, rivets and button waist
- 3.2.4.2.4** Reinforced at all stress points
- 3.2.4.2.5** Belt loops
- 3.2.4.2.6** Manufacturer: Wrangler and bidder's company brand

3.2.4.3 Work Shorts, 8 oz., 65/35 Industrial Blend.

- 3.2.4.3.1** Durable press twill
- 3.2.4.3.2** Basic design, standard cut (non-pleated)
- 3.2.4.3.3** Slash front pockets, two set-in back pockets
- 3.2.4.3.4** Button closure
- 3.2.4.3.5** Heavy duty zipper
- 3.2.4.3.6** Belt loops
- 3.2.4.3.7** Color: Gray and Navy Blue

3.2.4.4 Work Shirts, 4.25 oz., 65/35 Industrial Blend with Logo.

- 3.2.4.4.1** Basic design, full cut, hemmed
- 3.2.4.4.2** Short and long sleeve
- 3.2.4.4.3** Two button-thru chest pockets with pencil slot in left pocket
- 3.2.4.4.4** Seven button front closure
- 3.2.4.4.5** Color: Gray, Khaki, Light Blue

3.2.4.5 Work Shirts, 6 oz., 100% Cotton Twill with Logo.

- 3.2.4.5.1** Pre-Shrunk, wrinkle resistant, durable press
- 3.2.4.5.2** Basic design, full cut, hemmed
- 3.2.4.5.3** Short and long sleeve
- 3.2.4.5.4** Two button-thru chest pockets with pencil lost in left pocket
- 3.2.4.5.5** Seven button front closure
- 3.2.4.5.6** Color: Gray, Khaki, Light Blue

3.2.4.6 Polo Shirts, 3.8 oz., 50/50 Snag Resistant/Spun Polyester Warp Knit Fabric.

- 3.2.4.6.1 Men and Woman cut
- 3.2.4.6.2 Double mesh, rib knit collar, full cut, hemmed
- 3.2.4.6.3 Short sleeve
- 3.2.4.6.4 Three button placket
- 3.2.4.6.5 Color: Assorted

3.2.4.7 Coveralls, 8.5 oz., Heavyweight Cotton Twill.

- 3.2.4.7.1 Pre-shrunk
- 3.2.4.7.2 Double-stitched seams
- 3.2.4.7.3 Long sleeve
- 3.2.4.7.4 Concealed snap front
- 3.2.4.7.5 Pass-through side openings
- 3.2.4.7.6 Chest, front, hip and tool pockets
- 3.2.4.7.7 Color: Postman Blue or Light Blue

3.2.4.8 Coveralls, 8.5 oz., Heavyweight Poly/Cotton Twill.

- 3.2.4.8.1 Pre-shrunk
- 3.2.4.8.2 Double-stitched seams
- 3.2.4.8.3 Long sleeve
- 3.2.4.8.4 Concealed snap front
- 3.2.4.8.5 Pass-through side openings
- 3.2.4.8.6 Chest, front, hip and tool pockets
- 3.2.4.8.7 Color: Postman Blue or Light Blue

3.2.4.9 Lab Coats, 5 oz., 80/20 Poplin Blend.

- 3.2.4.9.1 Full length, long sleeve
- 3.2.4.9.2 Three front full patch pockets
- 3.2.4.9.3 Lined lapel/collar
- 3.2.4.9.4 Two side vent openings
- 3.2.4.9.5 Men's five button front opening; Women's six button front opening
- 3.2.4.9.6 Color: White and Navy Blue

3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton with Silk Screen Logo.

- 3.2.4.10.1 Pre-shrunk
- 3.2.4.10.2 Full cut, taped neck, double needle hemmed
- 3.2.4.10.3 Short and long sleeve
- 3.2.4.10.4 Rib knit collar
- 3.2.4.10.5 Left breast pocket
- 3.2.4.10.6 Hemmed shirt tail
- 3.2.4.10.7 Color: Ash or Heather Gray

3.2.4.11 Hooded Sweatshirts, 9 oz., 50/50 Blend with Silk Screen Logo.

- 3.2.4.11.1 Zipper front
- 3.2.4.11.2 Color: Navy Blue

3.2.4.12 Baseball Caps, Brushed Twill with Embroidered Logo.

- 3.2.4.12.1 Structured low profile
- 3.2.4.12.2 Pre-curved bill
- 3.2.4.12.3 Padded inner band
- 3.2.4.12.4 Self fabric Velcro closure
- 3.2.4.12.5 Color: Two-tone (Khaki cap with Navy Blue bill)

3.2.4.13 Baseball Caps, Cotton Twill with Embroidered Logo.

- 3.2.4.13.1 Structured high profile
- 3.2.4.13.2 Mesh back with braided trim
- 3.2.4.13.3 Color matched molded closure
- 3.2.4.13.4 Color: Navy Blue

3.2.4.14 Beanie Cap, 100% Acrylic, Pro-rib Knit with Embroidered Logo.

- 3.2.4.14.1 Stitched top
- 3.2.4.14.2 One size fits all
- 3.2.4.14.3 Color: Navy Blue

3.2.4.15 Grade 2 Flame Resistant Garments.

- 3.2.4.15.1 Jeans, 14 oz., 100% Cotton. Brass zipper, metal button closure. Five (5) pockets and reinforced stress points
- 3.2.4.15.2 Work shirts, 7 oz., Tecasafe long sleeve, Khaki and Navy Blue
- 3.2.4.15.3 Coveralls, 9 oz., Khaki and Navy Blue

3.2.4.16 Door Mats. Knobby, non-skid rubber backed, carpeted inside door mats in Blue or Coffee color and Black rubber outdoor scraper mats.

- 3.2.4.16.1 3' x 5' inside, carpeted, rubber backed mats
- 3.2.4.16.2 4' x 6' inside, carpeted, rubber backed mats
- 3.2.4.16.3 3' x 10' inside, carpeted, rubber backed mats
- 3.2.4.16.4 3' x 5' outside, scraper, all rubber mats
- 3.2.4.16.5 4' x 6' outside, scraper, all rubber mats

3.2.4.17 Shop Cleaning Towels, Industrial Cloth, 100/Bundle.

3.2.5 UNIFORM SIZING AND OUTFITTING. All uniform garments must be provided in women's and men's design and sizing, unless specified otherwise, and guaranteed to be free from defects. It is the responsibility of the Bidder to measure, size, and fit each District employee in the appropriate uniform as prescribed by the District. Incorrect measurements and flawed sizing are the ultimate responsibility of the Bidder and must be corrected at no additional cost to the District. Sizing will be performed by the Bidder on-site at the employee's assigned work location. The Bidder is required to initially outfit (or refit as necessary) new, permanent and temporary employees within fifteen (15) business days after placement of order by the District's uniform program coordinator located in the Brooksville office. All necessary travel and related costs associated with fitting District employees is the responsibility of the Bidder.

3.2.6 DELIVERY OF UNIFORMS. All rental uniforms will be delivered to the employee's assigned service office location on a weekly basis and on a regularly scheduled day, as mutually agreed upon between the District and the Bidder. All purchased uniforms with embroidered or silk screen names will be individually packaged for distribution purposes. All special-order catalog uniform items, repairs and replacements must be received at the employee's designated service office location no later than thirty (30) days from date of order.

3.2.7 SAMPLES. The apparent low bidder must submit samples of each type of product listed in Subparagraph 3.2.4, Product Specifications, (minus custom features such as embroidered logo and name patches) within ten (10) business days upon notification, at no cost to the District. The District reserves the right to inspect the respondent's samples and may, at the sole discretion of the District, reject any or all bids if the District determines that the products are non-compliant with the specifications listed in this RFB. All samples submitted will be returned to the Bidder at no cost to the District, after the award of this RFB. Failure to supply samples constitutes a non-complying response and as such, apparent low bid will be rejected.

3.2.8 EMBLEMS AND LETTERING. Embroidered or woven District logo patches/emoles manufactured by the Bidder or a sub-contractor must be approved by the District prior to application to any uniforms. The artwork for silk screened and embroidered logos in the "**Logotype-only (without web URL and toll-free number)**" are available at <http://www.swfwmd.state.fl.us/logo/>. The District logo consists of up to three (3) colors on a solid white or dark blue background. The colors are light blue, royal blue and black lettering combinations. For name patches, lettering consists of dark blue on a solid white background. For embroidery and silk screening, the District logo of up to three (3) colors, light blue, royal blue and black lettering on light colored clothing and light blue, royal blue and white lettering combination on dark colored clothing.



3.2.8.1 All Industrial uniform shirts must have one (1) 4.5" x 2.5" rectangular embroidered District logo patch stitched or otherwise securely affixed over the left pocket and one (1) 4.5" x 2.5" rectangular embroidered name patch with a single name of the assigned employee stitched or otherwise securely affixed over the right pocket. All emblems, embroidery and lettering costs must be included within the single uniform price regardless of rental or purchase option.

- 3.2.8.2 All polo shirts are embroidered, and T-shirts and hooded sweatshirts are silkscreened with the three (3) color District logo.
- 3.2.8.3 All baseball caps and beanie caps must have the District logo directly embroidered on the front panel of the cap in three colors of thread.
- 3.2.8.4 Lab Coasts must have one (1) 4.5" x 2.5" embroidered District logo patch permanently affixed over the left breast pocket and one (1) 4.5" x 2.5" embroidered name patch affixed to the right side of the lab coast above the right breast pocket.

3.2.9 UNIFORM OWNERSHIP/RESPONSIBILITY.

3.2.9.2 Under a rental plan, the Bidder must maintain each uniform to the highest quality of industrial standards, as well as the highest standard of quality in the opinion of the District for cleaning, mending, repairing and replacement due to excessive wear, damaged or lost uniforms and size changes. The District or its employees are not financially responsible for any damage or replacement cost of any uniform as long as any damage can be attributed to normal wear and tear resulting from the employee's routine job performance. Replacement uniforms must be brand new and not reissued or recycled uniforms.

3.2.9.3 Under an ownership (purchase) plan, all uniforms purchased by the District become the property of the District. Uniforms not meeting the quality construction and material standards of the District will be returned unused to the District for replacement at no cost to the District or its employees. Determination for substandard or unacceptable quality requiring replacement is the sole discretion of the District.

3.2.10 **SIZE CHANGES.** Under a rental plan, the Contractor must issue replacement uniform pants for employees whose waist size changes over/under one inch (1'), or replacement shirts for employees whose size changes by one or more shirt sizes one time per year at no additional cost to the District or its employees throughout the term of the Agreement. The District will be responsible for the cost of replacing uniforms in excess of one replacement each year due to size changes. All uniforms replaced by size changes must be brand new, unissued uniforms and not reissued or recycled uniforms.

3.2.11 **QUALITY CONTROL.** Bidders offering a rental plan must be able to demonstrate that their quality control standards and inspections are an integral part of the continuous cleaning, repair and replacement process to ensure that the uniforms are professionally maintained (cleaned and repaired when necessary) to the highest standards of the industry and District expectations prior to delivery to District employees each week. Rental uniforms considered to be, in the opinion of the District, well worn, discolored and/or having more than five repairs will be considered unacceptable by the District and must be replaced by the Bidder at no additional cost to the District. The District reserves the right to inspect bidder's uniform cleaning and maintenance facility to determine, in the opinion of the District, whether or not the uniforms will consistently meet District requirements prior to recommendation of award. The District also reserves the right to reject any bid(s) based upon a physical plant inspection if, in the District's opinion, there appears to be inadequate quality control standards and procedures in place to ensure that uniforms can be cleaned and maintained to the highest standards of quality to meet District expectations.

3.2.12 **DROP OFF/PICKUP FACILITES.** The District will provide convenient access and adequately dedicated space within District facilities at all service office locations for the delivery and pickup of uniforms. Under a rental plan, the contractor must provide an adequate number and size of hampers at each location for drop-off of soiled uniforms by District employees as well as change notice forms/tags and all appropriate signs, displays, instructions, etc., associated with communicating proper procedures to uniform program participants.

3.3 BILLING AND REPORTING. Detailed invoices will be submitted weekly to the District for payment.

3.3.1 Each week, at the time of uniform pickup/drop-off, the Bidder must submit to the District a detailed invoice listing the full name of the employee, his/her assigned uniform number, if applicable, the items and quantities issued, the unit cost and extended total. All other pertinent information such as size changes, replacements and/or deletions/additions or changes made during the Bidder's weekly deliveries, must be shown separately. An individual garment check sheet or other similar inventory control documents listing a shirt and pant pickup and/or delivery each week by employee name, must be provided to the District uniform program coordinator or designee at each office location. Size changes, returns, new issues and pick/drop-offs are to be updated immediately (preferably electronically) and emailed to the District for invoice reconciliation before payment is made.

3.3.2 For both rental and purchase plans the District prefers one (1) representative or call center for all of the District service offices for servicing/billing issues and requests prompt response for issues within a 24-hour period. The Bidder must have procedures in place for employees to place a personal order from a catalog at a discounted rate. The collection of funds for personal orders is between the employee and the Bidder. At the time of delivery, a zero dollar invoice must accompany the personal items received.

3.4 **CATALOG DISCOUNT.** Bidders must submit catalogs or literature featuring all uniforms, related products and services that are available and provided by the bidder through direct sales, rental or lease options. All products and services must be clearly marked with a list price from which a percentage discount can be applied. District and employee discounts must be expressed as a percent

(%) and indicated as such on Attachment 1, Bid Response Form. The District reserves the right to purchase, rent or lease any items available from the Bidder's current catalog at the discounted price at any time during the full Agreement term.

3.5 DELIVERY CHARGES. The District will not be responsible for delivery/shipping charges resulting from Bidder error or delay in supplying uniforms beyond the turnaround period specified in Paragraphs 3.2.5, Uniform Sizing and Outfitting, and 3.2.6, Delivery of Uniforms. The District will be responsible for any delivery/shipping charges resulting from the District's request to expedite shipment of uniforms sooner than the turnaround period specified in Paragraphs 3.2.5 and 3.2.6, as listed above.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF AGREEMENT. The District will award the agreement to the lowest responsive, responsible bidder as determined by the unit cost and the District's anticipated use. 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 as required by this RFB.

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 all documentation required under this RFB, including but not limited to 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. The bidder must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Mandatory Information Form
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 5 - Purchase Order Terms and Conditions
- Attachment 6 - Affidavit/Final Release of Lien
- Attachment 7 - District Service Offices Map

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ATTACHMENT 1

**BID RESPONSE FORM
FOR
BID NUMBER RFB 1806**

Bidder agrees to furnish and to deliver as indicated, FOB destination as provided in Paragraph 3.2.1 of this RFB, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, pickup, delivery, travel charges and installation.

*Note: All numbers are subject to change.

BID RESPONSE					
60 MONTH TERM, JANUARY 20, 2019 THROUGH JANUARY 19, 2024					
RENTAL PRICING					
ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	RENTAL RATE PER WEEK	SAMPLE USE*	TOTAL
1	3.2.4.1 Work Pants, 8 oz., 65/35 Industrial Blend	EA		2	
2	3.2.4.2 Work Pants, 14.5 oz., 100% Cotton Denim Blue Jeans - WRANGLER	EA		31	
3	3.2.4.2 Work Pants, 14.5 oz., 100% Cotton Denim Blue Jeans - COMPANY BRAND	EA		1	
4	3.2.4.3 Work Shorts, 8 oz., 65/35 Industrial Blend	EA		2	
5	3.2.4.4 Work Shirts, 4.25 oz., 65/35 Industrial Blend – LONG SLEEVE	EA		3	
6	3.2.4.4 Work Shirts, 4.25 oz., 65/35 Industrial Blend – SHORT SLEEVE	EA		9	
7	3.2.4.5 Work Shirts, 6 oz., 65/35 Cotton Twill – LONG SLEEVE	EA		16	
8	3.2.4.5 Work Shirts, 6 oz., 65/35 Cotton Twill – SHORT SLEEVE	EA		5	
9	3.2.4.6 Polo Shirts, 3.8 oz., 50/50 Snag Resistant/Spun Polyester Warp Knit – SHORT SLEEVE	EA		2	
10	3.2.4.7 Coveralls, 8.5 oz., Heavyweight Cotton Twill	EA		5	
11	3.2.4.8 Coveralls, 8.5 oz., Heavyweight Poly/Cotton Twill	EA		5	
12	3.2.4.16.1 Inside Carpeted Rubber Backed Mat 3' x 5'	EA		6	
13	3.2.4.16.2 Inside Carpeted Rubber Backed Mat 4' x 6'	EA		31	
14	3.2.4.16.3 Inside Carpeted Rubber Backed Mat 3' x 10'	EA		14	
15	3.2.4.16.4 Outside Scraper All Rubber Black Mat 3' x 5'	EA		12	
16	3.2.4.16.5 Outside Scraper All Rubber Black Mat 4' x 6'	EA		6	
17	3.2.4.17 Shop Cleaning Towels, Industrial Cloth, 100/Bundle	BDL		1	

ATTACHMENT 1 (Cont.)

UNIFORM PURCHASE PRICING					
ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	SAMPLE USE*	TOTAL
18	3.2.4.1 Work Pants, 8 oz., 65/35 Industrial Blend	EA		28	
19	3.2.4.2 Work Pants, 14.5 oz., 100% Cotton Denim Blue Jeans - WRANGLER	EA		196	
20	3.2.4.2 Work Pants, 14.5 oz., 100% Cotton Denim Blue Jeans - COMPANY BRAND	EA		4	
21	3.2.4.3 Work Shorts, 8 oz., 65/35 Industrial Blend	EA		28	
22	3.2.4.4 Work Shirts, 4.25 oz., 65/35 Industrial Blend – LONG SLEEVE	EA		8	
23	3.2.4.4 Work Shirts, 4.25 oz., 65/35 Industrial Blend – SHORT SLEEVE	EA		24	
24	3.2.4.5 Work Shirts, 6 oz., 65/35 Cotton Twill – LONG SLEEVE	EA		60	
25	3.2.4.5 Work Shirts, 6 oz., 65/35 Cotton Twill – SHORT SLEEVE	EA		20	
26	3.2.4.6 Polo Shirts, 3.8 oz., 50/50 Snag Resistant/Spun Polyester Warp Knit – SHORT SLEEVE	EA		8	
27	3.2.4.7 Coveralls, 8.5 oz., Heavyweight Cotton Twill	EA		5	
28	3.2.4.8 Coveralls, 8.5 oz., Heavyweight Poly/Cotton Twill	EA		5	
29	3.2.4.9 Lab Coats, 5 oz., 80/20 Poplin Blend	EA		10	
30	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – LONG SLEEVE, S – XL	EA		100	
31	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – LONG SLEEVE, 2XL – 3XL	EA		100	
32	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – LONG SLEEVE, 4XL	EA		100	
33	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – SHORT SLEEVE, S – XL	EA		100	
34	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – SHORT SLEEVE, 2XL - 3XL	EA		100	
35	3.2.4.10 T-Shirts, 6.1 oz., 100% Cotton – SHORT SLEEVE, 4XL	EA		25	
36	3.2.4.11 Hooded Sweatshirts, 9 oz., 50/50 Blend – S - XL	EA		25	
37	3.2.4.11 Hooded Sweatshirts, 9 oz., 50/50 Blend – 2XL - 3XL	EA		25	
38	3.2.4.11 Hooded Sweatshirts, 9 oz., 50/50 Blend – 4XL	EA		25	
39	3.2.4.12 Baseball Caps, Brushed Twill	EA		100	
40	3.2.4.13 Baseball Caps, Cotton Twill	EA		100	
41	3.2.4.14 Beanie Caps, 100% Acrylic Pro-rib Knit	EA		50	
42	3.2.4.15.1 Grade 2 Flame Resistant Jeans, 14 oz.	EA		2	
43	3.2.4.15.2 Grade 2 Flame Resistant Work Shirts, 7 oz., - LONG SLEEVE	EA		2	
44	3.2.4.15.3 Grade 2 Flame Resistant Coveralls, 9 oz.	EA		2	

ATTACHMENT 1 (Cont.)

MAT PURCHASE PRICING					
ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	SAMPLE USE*	TOTAL
45	3.2.4.16.1 Inside Carpeted Rubber Backed Mat 3' x 5'	EA		6	
46	3.2.4.16.2 Inside Carpeted Rubber Backed Mat 4' x 6'	EA		31	
47	3.2.4.16.3 Inside Carpeted Rubber Backed Mat 3' x 10'	EA		14	
48	3.2.4.16.4 Outside Scraper All Rubber Black Mat 3' x 5'	EA		12	
49	3.2.4.16.5 Outside Scraper All Rubber Black Mat 4' x 6'	EA		6	

TOTAL LUMP SUM BID		\$
TOTAL LUMP SUM BID IN WORDS (Type or Clearly Print):		

DISTRICT AND EMPLOYEE CATALOG DISCOUNT		%
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ATTACHMENT 2
BID NUMBER RFB 1806
MANDATORY INFORMATION FORM
(WILL BE RETURNED WITH BID RESPONSE)

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

Bidder must demonstrate Bidder's experience and expertise in the Business of Uniform Services. Specific services, locations and contact information to whom the services were performed must be provided.

- Services within the last five (5) years.
- Similar to the requirements of this RFB.

Bidder Name _____

1. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Overview of Equipment Sold: _____

2. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Overview of Equipment Sold: _____

3. Business Name: _____
Contact Person: _____
Address: _____
Phone No.: _____
Overview of Equipment Sold: _____

ATTACHMENT 3

Certification Regarding Drug-Free Workplace Requirements

Bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

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]

___ 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.

BIDDER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 201__
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:

Sample Forms Referenced in this RFB

ATTACHMENT 5

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 6

AFFIDAVIT

STATE OF FLORIDA

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that it has paid all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by

_____ in connection with the construction of _____ have been paid in full or is recited as unpaid herein.

WITNESS:

Signed _____

By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ Day of _____, 201_.

Notary Public, State of Florida at Large

My Commission Expires: _____

ATTACHMENT 6 (Cont.)

FINAL RELEASE OF LIEN

KNOWN TO ALL MEN BY THE PRESENTS, that _____
 for and in consideration of the sum of _____ (\$_____)
 by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged,
 except the sum of _____ representing the
 total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or
 assigned, all liens, lien right, claims or demands of any kind whatsoever which
 _____ now have/has or might have against the property, building, and
 improvements, on account of labor performed, material furnished, and for any incidental expense for the construction of
 _____.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, _____ have hereunto set my hand and seal, this _____ day of _____, 201_.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, 201_.

Notary Public, State of Florida at Large

My Commission Expires: _____

**ATTACHMENT 7
DISTRICT SERVICE OFFICES**



Bartow Service Office
170 Century Boulevard
Bartow, FL 33830

**Brooksville
Headquarters**
2379 Broad Street
Brooksville, FL 34604

Lakeland Service Office
3210 Jacque Lee Lane
Lakeland, FL 33803

Sarasota Service Office
6750 Fruitville Road
Sarasota, FL 34290

Tampa Service Office
7601 US Hwy. 301
Tampa, FL 33637