



**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: [procurement@watermatters.org](mailto:procurement@watermatters.org)  
Posted: February 9, 2018**

**REQUEST FOR BIDS (RFB) 1808  
FOR  
LEASE OF 2018 TRACK EXCAVATOR**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver one (1) 2018 Track Excavator. This equipment and services are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Vendor, 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  
RFB 1808  
LEASE OF 2018 TRACK EXCAVATOR**

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## PART I – INTRODUCTION

The Southwest Florida Water Management District (District) request bids from responsive and responsible equipment manufacturer(s) or authorized dealer(s) to furnish, assemble, deliver and provide training for one (1) new 2018 Track Excavator. The bidder(s) are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered equipment under this RFB. No additional allowances will be made due to lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

- 1.1 **INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). Persons/firms 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](mailto: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, [procurement@watermatters.org](mailto:procurement@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 five (5) 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 **Tuesday, February 27, 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 one-hundred and twenty (120) 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 the bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

- 1.12 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-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 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.
- 1.13 REFERENCES.** Each bidder must provide at least three (3) references, other than the District, who can verify bidder's qualifications and past performance record on purchases of similar scope, as may be more specifically described in Attachment 2.
- 1.14 BID TABULATION AND NOTICE OF 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](http://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 AGREEMENT.** By submitting a bid, the 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 the 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 and shall expire contemporaneously with the Lease Agreement. In accordance with Paragraph 2.3, bidders must submit their standard Lease Agreement with their bids. The Vendor must submit a Certificate of Insurance to the District within ten (10) business days from notice that they have been awarded the Agreement. The Vendor must order the equipment within ten (10) business days from the date Purchase Order is issued. The Vendor must deliver the equipment (with the exception of the installation of District supplied flatbed bodies) no earlier than 90 days, and no later than 120 days, from the issuance of the Purchase Order.
- 1.17 LAW COMPLIANCE.** The Vendor 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 Vendor 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 AGREEMENT TERM.** The Lease Agreement shall be for a term of five (5) years, contingent upon the District's Governing Board's approval of funding in each fiscal year of the Agreement. The first payment will be made in the month when the excavator is delivered and accepted by the District. Thereafter, payments will be made on an annual basis within the same month of the first payment in installments of each year.
- 2.2 LEASE PRICE.** The lease price, including the purchase or buy-out price of the equipment at the end of the lease term, shall include all assembly, delivery, labor, materials, permit(s), freight, taxes, required insurance, warranties, training and services to include all costs associated with warranty work. The total lease price must be written on the Bid Response Form, and include the bid breakouts where indicated. The annual lease 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. In determining the lowest bid, the District will consider any property tax payments to be paid by the District during the term of the lease.
- 2.3 LEASE AGREEMENT.** Bidders are requested to provide their Financing Company's standard government Lease Agreement with their bid submittals. The District will enter into negotiations with the lowest, responsive and responsible bidder. In the event a

satisfactory agreement cannot be negotiated, the District will enter into negotiations with the next lowest, responsive and responsible bidder subject to the provisions of this RFB.

**2.4 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Vendor in accordance with Florida and federal law.

**2.5 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Vendor'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.

**2.5.1** The Vendor shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Vendor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Vendor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Vendor or keep and maintain public records required by the District to perform the service. If the Vendor transfers all public records to the District upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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](mailto: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**

**2.6 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Vendor further agrees to notify the District if placement on either of these lists occurs. The Vendor 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 Vendor's work under the Agreement.

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

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

Per Occurrence ..... \$1,000,000

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

Bodily Injury per Person .....	\$ 100,000
Bodily Injury Liability per Occurrence .....	\$ 300,000
Property Damage Liability .....	\$ 100,000
or	
Combined Single Limit .....	\$ 500,000

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

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

2.7.5 The Vendor 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 Vendor's notice of such cancellation or change from its insurance carrier.

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

2.8 **STANDARDS FOR QUALITY AND WORKMANSHIP.** All materials, equipment, and supplies furnished by the Vendor 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.

2.9 **GUARANTEE/WARRANTY.** The Vendor must supply a minimum of a one (1) year full machine manufacturer's warranty. Such warranty is applicable to all equipment, materials and installation thereof furnished by the Vendor and will cover defective workmanship, mechanical and physical defects, leakage, breakage and failure under normal operation including the failure of any major component such as drive train, electrical, etc. Each item of equipment to be defective within the warranty period will be replaced or repaired by the Vendor. Any repairs other than items damaged by the District will be the responsibility of the Vendor to complete within a reasonable time based upon the extent of the repair, as determined by the District in its sole discretion. The District will not be responsible for undercarriage or track normal wear items during the agreement; the District will only repair undercarriage items due to misuse or damage. Bidders must provide the average costs associated with repairs that are not covered by the warranty

2.10 **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.

2.11 **PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Vendor, 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.

2.12 **INDEMNIFICATION.** The Vendor 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 Vendor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Vendor's performance under the Agreement.

**PART III – SCOPE AND SPECIFICATIONS**

3.1 **SCOPE.** It is the purpose of this RFB to obtain a firm fixed lease for one (1) new 2018 Track Excavator to include all expenses described in Paragraph 2.2 of this RFB. The District does not guarantee any minimum or maximum quantities under this RFB.

3.2 **GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** Bidders will provide documentation to include descriptive literature and/or complete specifications evidencing the following requirements. References to literature submitted with a previous bid will not satisfy this provision.

3.2.1 **EQUIPMENT.**

**3.2.1.1 TRACK EXCAVATOR SPECIFICATIONS.** The lease of one (1) new 2018 210 Metric Ton track driven excavator type machine, equivalent to a John Deere model 210GLC or Caterpillar model 323F. Machine must have a minimum operating weight of 50,000 lbs. Other minimum specifications as follows:

**3.2.1.1.1 Engine/Transmission**

1. Diesel engine, turbo charged, between 155 to 165 horsepower (HP)
2. Engine must be equipped with a reversing fan to remove radiator debris
3. Engine must have "quick service port connectors" for fluid service at preventive maintenance (PM's)
4. Air filter must be equipped with a cab indication system for filter clogs
5. Alternator must be at least 100-amp output

**3.2.1.1.2 Cab/General**

6. Seat must be an air ride type of above average size inside the cab
7. Cab must have air conditioning and heat with an outside air filter
8. Windows must be Lexan or equivalent for severe duty conditions
9. Front windshield must have a guard to avoid impact from debris
10. Guard must be constructed so it can be easily removed and installed
11. Cab must have an AM/FM radio
12. Cab must have a fire extinguisher mounted in a place that does not interfere with driver comfort or visibility
13. Cab must incorporate visible gauges for the operator to monitor oil pressure, engine temperature, RPM and hydraulic temperature
14. Cab must have LED work lighting on the exterior (forward and rear) that have recessed lighting in a structure that is resistant to impact from limbs and trees
15. Lighting must be controlled by a cab switch
16. Cab must have front windshield wipers
17. Machine must be equipped with a least 100-gallon fuel tank
18. Machine must be supplied with lockable panels, doors, fuel caps, hydraulic caps and DEF caps. (Preferably the same key)
19. Six (6) extra keys must be supplied for each lock
20. Machine must have a master switch that has a security lock, or a programable security code to start the machine
21. Cab must be equipped with a rear-view camera with a debris impact guard built over the exterior camera
22. Cab must have a minimum swing radius (Boom tucked in) of less than eleven (11) feet
23. Machine must include an operator's manual, and must come with a paper or electronic version of repair and parts manuals
24. Cab interior must have a 12 Volt power port or wiring availability for a two-way radio
25. Cab controls must be equipped with a mechanical control pattern selector
26. Machine must have a minimum bucket breakout force of 35,000 lbs

**3.2.1.1.3 Tracks**

27. Machine must be equipped with two (2) carrier rollers and eight (8) track rollers to provide a longer track undercarriage. (Minimum undercarriage length of 14'8")
28. Machine must have a 28-inch grouser track pads for lower ground pressure and stability

**3.2.1.1.4 Additional Equipment Features to be included in annual lease price**

29. Auxiliary hydraulics on the boom to incorporate the use of attachment
30. Custom installation of quick connects to make swapping attachments and hoses feasible
31. A Power tilt Helac tilt attachment (Or similar MFG) installed on the machine
32. A hydraulic thumb optional attachment
33. A Fecon mulching head #BH62EXC with HDT rotor and standard double carbide teeth. If HDT rotor is not optional then an FGT rotor with severe duty teeth is acceptable
34. A 42-inch heavy duty bucket

**3.2.1.1.5 Lease Term**

35. Lease term must be five (5) years based on 600 hours usage per year and 3000 hours total usage
36. Machine is expected to have a residual value at the end of the term with a purchase option and, if so, must be included on the Bid Response Form
37. Bid response must include the annual payment per year of the lease

**3.2.1.1.6 Machine Warranty/Operator Training**

38. As provided in Paragraph 2.9, Guarantee/Warranty, Vendor must supply a minimum of a one (1) year full machine manufacturer's warranty
39. Bidder must identify the average costs associated with performing warranty services, such as travel costs or labor fees that the warranties do not cover, reflecting costs relevant at the time of submittal in its Bid Response Form.

40. Bidder must submit documentation reflecting nationwide availability of parts and services for the equipment with their Bid Response Form. An address of the dealership is acceptable. Bidders that do not have this nationwide availability, as determined by the District in its sole discretion, will be rejected.
41. Operator training shall be provided at the District Headquarters in Brooksville, Florida within thirty (30) days after delivery

#### **PART IV – BID RESPONSE**

**4.1 BASIS FOR AWARD OF AGREEMENT.** The District will award the agreement to the lowest responsive, responsible bidder. In the event of a tie, the average costs associated with repairs not covered by the warranty identified on the Bid Response Form will determine the lowest bid response. 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 the 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.** Bidders are requested to submit its Finance Company's standard Lease Agreement as provided under Paragraph 2.3, Lease Agreement, and documentation to establish the proposed equipment meets the requirements provided under Paragraph 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 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 4 - Public Entity Crimes Statement

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**ATTACHMENT 1**  
**BID RESPONSE FORM**  
**FOR**  
**LEASE OF 2018 TRACK EXCAVATOR**  
**RFB 1808**

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 2.2, Lease Price of this RFB.

<b>BID RESPONSE</b>				
<b>BID ITEM</b>	<b>DESCRIPTION/ENGINEER'S ESTIMATED QUANTITY</b>	<b>QTY</b>	<b>UNIT</b>	<b>ITEM PRICE</b>
1	2018 Track Excavator	1	EA	
<b>INTEREST RATE</b>				
<b>TOTAL FIVE (5) YEAR LEASE PRICE</b>				
<b>ANNUAL LEASE PRICE: \$</b> _____				
<b>ANNUAL LEASE PRICE IN WORDS</b> (Type or Clearly Print)				
(If different from Annual Lease Price) <b>FIFTH/FINAL LEASE PRICE: \$</b> _____				
<b>FIFTH/FINAL LEASE PRICE IN WORDS</b> (If different from Annual Lease Price) (Type or Clearly Print)				
(If the District chooses to purchase at the end of the Lease) <b>FINAL BUY-OUT COST: \$</b> _____				
<b>(If the District chooses to purchase at the end of the Lease) FINAL BUY-OUT COST IN WORDS</b> (Type or Clearly Print)				

Manufacturer/Model of Excavator Bidding: \_\_\_\_\_

Please state the Manufacturer's Suggested Retail Price (MSRP): \_\_\_\_\_

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

List bidder's average costs associated with repairs that are not covered by warranty:

Average cost per mile for Travel: \$ \_\_\_\_\_

Average cost per hour for Labor: \$ \_\_\_\_\_

Other Costs or Fees:

\_\_\_\_\_

\_\_\_\_\_

Location of nationwide parts, service or dealership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT 1 (Cont.)

BID RESPONSE FORM
FOR
LEASE OF 2018 TRACK EXCAVATOR
RFB 1808

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions.

The undersigned bidder certifies that the Attachment 2, Mandatory Information Form, information provided is true and correct to the best of his/her knowledge.

The undersigned bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com.

Addenda Number: \_\_\_\_\_

Questions and Answers Set Number: \_\_\_\_\_

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

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone Number Fax Number Email Address

Authorized Signature Date Print/Type Name and Title

Upon award of the contract to bidder and execution of this Bid Response Form by the District, the contract for RFB 1808, Lease of 2018 Track Excavator, will be effective and binding upon both parties and will consist of this RFB, including all its terms, conditions and addenda, and the Bid Response of the bidder.

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

BIDDER: \_\_\_\_\_ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_
Authorized Agent for Company Date

By: \_\_\_\_\_
Amanda Rice Date
Assistant Executive Director

(Type/print name and title)

**ATTACHMENT 2**  
**RFB 1808**  
**MANDATORY INFORMATION FORM**  
**(WILL BE RETURNED WITH BID RESPONSE)**

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

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

- Sales within the years of 2012 through 2016.
- 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**  
**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]

\_\_\_ 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: