

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PURCHASE OF ONE, NEW MULTI-PURPOSE CARRIER LOADER
FOR LAND MANAGEMENT ACTIVITIES
INVITATION FOR BID 39252**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., December 5, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralbidding.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, My Florida Market Place, Central Bidding, or the District by contacting LaDonna Johnson, Associate Procurement Specialist, at ljohnson@sjrwmd.com or by calling 386-329-4592. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka FL 32177.

The purpose of this solicitation is to purchase one, new multi-purpose carrier loader equipped for and including a shredder/mulcher/chipper attachment (Supertrak model SK190-RTL or equivalent) in support of the District’s Bureau of Land Resources as per the specifications attached (Attachment B). This purchase is referred to as “Work” or “the Work” for purposes of this solicitation.

The estimated budget for this equipment is \$322,500. Staff’s recommendation of award will be presented to the District’s Governing Board on January 9, 2024. The District anticipates issuing a purchase order for this equipment on or about January 10, 2024.

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through LaDonna Johnson, Associate Procurement Specialist, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

INSTRUCTIONS TO RESPONDENTS - 3 -

1. DEFINITIONS - 3 -
2. CONTRACT ADMINISTRATION - 3 -
3. WHERE TO SUBMIT BID - 3 -
4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS - 4 -
5. OPENING OF BIDS - 4 -
6. INQUIRIES AND ADDENDA - 5 -
7. BUDGET - 5 -
8. MINIMUM QUALIFICATIONS AND OTHER REQUIRED DOCUMENTATION - 5 -
9. SUBCONTRACTS - 6 -
10. SIGNATURE AND CERTIFICATION REQUIREMENTS - 6 -
11. DISQUALIFICATION OF RESPONDENTS - 6 -
12. REJECTION OF BID - 6 -
13. WITHDRAWAL OF BIDS - 7 -
14. AWARDING THE AGREEMENT - 7 -
15. EXECUTION OF AGREEMENT - 7 -
16. DIVERSITY - 8 -
17. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEALOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701 - 8 -
18. FLORIDA SALES TAX - 8 -
19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS - 8 -
20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES - 9 -
21. NOTICES AND SERVICES THEREOF - 9 -
22. PROTEST PROCEDURES - 9 -

BID FORM - 11 -

- COST SCHEDULE - 12 -
- CERTIFICATE AS TO CORPORATION - 13 -
- AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS - 14 -
- QUALIFICATIONS — GENERAL - 15 -
- DRUG-FREE WORKPLACE FORM - 16 -
- NO RESPONSE FORM - 17 -

SAMPLE AGREEMENT

- ATTACHMENT A - DISTRICT PURCHASE ORDER TERMS AND CONDITIONS - 18 -
- FOR COMMODITY OR PRODUCT - 18 -
- ATTACHMENT B — SPECIFICATIONS - 20 -

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in an electronic format as directed in paragraph 3, above, or the Bid may be deemed non-responsive.

1. Respondent must complete and submit the following forms in PDF format (these forms are in the FORMS section of this document):
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. The file naming conventions for the bid must clearly identify specific information, such as the solicitation number and the respondent's name (Example: IFB 12345, ABC Company)
4. **Please do not password protect files included with your Submittal.** The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

A RESPONDENT'S BID MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF BID.

5. OPENING OF BIDS

Respondents or their authorized agents are invited to attend the opening of the Bids at the following time and place:

2:00 p.m., December 5, 2023
 St. Johns River Water Management District
 District Headquarters
 4049 Reid Street
 Palatka FL 32177

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Bid and explain the basis for

such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by email to ljohnson@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, My Florida Market Place and Central Bidding to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Bid, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated budget for this equipment is \$322,500. This amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS AND OTHER REQUIRED DOCUMENTATION

- a. Respondent must be licensed to do business in the state of Florida. (*Respondent must include this documentation with its Bid*).
- b. Respondent must include with its Bid all specifications and literature to document the proposed equipment satisfies all equipment requirements included in Attachment B – Specifications.

Failure to include the forms and documentation with the Bid may be considered non-responsive.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work.

The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. SUBCONTRACTS

For purposes of this bid, listing of subcontractors is not required.

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal.

If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership.

If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida.

Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

11. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Bid:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

12. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Bid.

The District reserves the right to reject any and all Bids and cancel this solicitation when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

13. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

14. AWARDING THE AGREEMENT

- a. For purposes of this solicitation, the Agreement shall consist of the resulting Purchase Order to be issued by the District, which shall incorporate all of the following documents: (1) advertisement for bids; (2) Instructions for Respondents; (3) addenda, certifications, and affidavits; (4) bid, proposal, or qualification submittals; (6) District Purchase Order Terms and Conditions for Commodity or Product (Attachment A); and (7) any exhibits, attachments, or addenda to the Purchase Order.
- b. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Cost as reflected on the Cost Schedule who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- c. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- d. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- e. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- f. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- g. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

15. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and issuance of the Agreement by the District.

Unless all Bids are rejected, the Successful Respondent must submit the following to the District within 10 days of the Notice of Intended Decision:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement.

The District will not issue the Agreement until the above documents have been delivered to the District. The Agreement will not be binding until issued by the District. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been issued to the Successful Respondent.

Failure upon the part of the Successful Respondent to timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

16. **DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

17. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701**

Notice is hereby provided that pursuant to Section 287.05701, Fla. Stat., the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

18. **FLORIDA SALES TAX**

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

19. **PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

20. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*, and Vendor Registry at *vendorregistry.com*, My Florida Market Place at *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com* (225-810-4814). Onvia DemandStar, Vendor Registry, My Florida Market Place and Central Bidding may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

22. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest, or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

BID FORM

Include this form in the response.

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email Address

Signature _____
Telephone Number

Typed Name and Title

COST SCHEDULE

Include this form in the response.

Bid to be opened at 2:00 p.m., December 5, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Purchase of one new multi-purpose carrier loader including a shredder/mulcher/chipper attachment per the specifications attached (Attachment B) subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

Recommendation of Award: The award will be based on the lowest responsible and responsive respondent that meets all requirements of this solicitation and based on the Total Cost.

TOTAL COST*	\$
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* The Total Cost shall include all of the requirements itemized in Attachment B – Specifications, including the Fecon 7620 DCR Blackhawk 76” Cut Width or equivalent **AND** delivery to the District Sunnyhill Field Office located at 19561 SE Highway 42, Umatilla, FL 32784.

Anticipated delivery date: _____

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

Respondent (firm name)

Address

E-mail Address

Telephone Number

Signature

Date

Typed Name and Title

CERTIFICATE AS TO CORPORATION

Include this form in the response.

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response.

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

_____ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me by means of physical presence or online notarization, this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

Personally known OR Produced identification, Type of Identification Produced: _____

QUALIFICATIONS — GENERAL

Include this form in the response.

As part of the bid, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for providing the equipment.

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in supplying equipment described in the INSTRUCTIONS TO RESPONDENTS: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response.

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 39252

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

**ATTACHMENT A - DISTRICT PURCHASE ORDER TERMS AND CONDITIONS
FOR COMMODITY OR PRODUCT**

The following terms and conditions of this Purchase Order (Order) apply unless expressly superseded by a separate written agreement between the parties.

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Vendor, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (the "District"). Neither Vendor nor the District may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code — Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by the District. The District reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the authorized District representative. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected goods will be returned to Vendor at Vendor's risk and expense. The District has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Vendor will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Vendor at Vendor's risk and expense.
7. The items covered by this Order will comply with all federal, state, or local laws relative thereto. Vendor shall defend all actions or claims brought against the District, and hold and save the District harmless from all losses, costs, or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.
8. The District is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
9. In accordance with Chapter 442, F.S., Vendor will advise the District if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
10. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
11. Pursuant to chapter 760, F.S., Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

12. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a , proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit , proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
13. Vendor certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Vendor's business under this Order, or shall have any such interest during the term hereof. Pursuant to §216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.
14. The following terms and conditions of this Purchase Order ("Order") apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of this Order supersede the printed terms and conditions below.

ATTACHMENT B — SPECIFICATIONS**PURCHASE OF ONE, NEW MULTI PURPOSE CARRIER LOADER EQUIPPED WITH A SHREDDER/MULCHER/CHIPPER ATTACHMENT**Base Unit- Rubber Tire Loader with Universal Skid Steer Style Mounting Plate

- Horsepower 200 HP (+or- 20 HP)
- Fuel Capacity of 50 Gallons Minimal
- Separate Loader Hydraulics
- Closed Loop Hydraulics Dedicated to Shredder/Mulcher/Chipper Attachment (45gpm minimal)
- High Debris and High Ambient Temperature Radiator with Reversing Fan
- Remote Mounted Oil Cooler with Thermostatic Hydraulic Reversing Fan
- All Fans Utilize Reversing Fan Systems
- 12 Volt System (1 Battery)
- Electrical Emergency Engine Shut Down System
- Front Work Lights
- Enclosed Cab with Air Conditioning and Heat
- Adjustable, Air Suspension Seat
- Window Guard Package
- Sliding Side Windows
- 2 Exit Doors (Side Doors)
- Noise Abatement
- Nokian Forest King 600/60-22.5 16PR equivalent or better
- 15,000lb Winch
- Unit including attachment must be able to be towed with a 30,000-pound gooseneck trailer.
- Rear view camera
- 12 Month Warranty

Additional Requirements

- Attachment: Fecon 7620 DCR Blackhawk with 76” Cut Width or equivalent
- Delivery: to 19561 SE Highway 42, Umatilla, FL 32784.