

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AQUATIC APPLICATION OF HERBICIDE  
INVITATION FOR BID 38479**

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., March 27, 2023. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Kendall Matott, Sr. Procurement Specialist, at 386-312-2324 or [kmatott@sjrwmd.com](mailto:kmatott@sjrwmd.com). Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting Bid Submittals from firms licensed in the state of Florida to provide Aquatic Application of Herbicide. The primary objective is to treat and potentially prevent or reduce the intensity and/or duration of cyanobacterial Harmful Algal Blooms (HABs) in certain affected waterbodies within the District to meet water management protection goals. The goals include reducing the presence and foul odors caused by cyanobacterial HABs which should also reduce safety and health concerns related to potential toxin production or dissolved oxygen effects. The District is soliciting the services of multiple qualified vendors to apply non-copper based, floating granular Algaecide in order to achieve these goals and objectives. The intent of this solicitation is to obtain services from qualified firms who can support the District’s rapid treatment of HABs.

The District is soliciting aquatic applicators services for two (2) Regions, defined as the North and South Regions. The District will approve a total of four firms, two per region. There will be a primary and alternate firm selected for each region that demonstrate the qualifications necessary to successfully perform the activities as outlined in the IFB. Each of the qualified firms selected shall execute a contract with the District. Award of these contracts does not preclude the firms from responding to any other projects advertised by the District.

Work under the agreements will be authorized through a Notice to Proceed, which shall specify the specific waterbody location to be treated and a description of the Work. The Notice to Proceed will include the estimated size of the bloom, the time period to complete treatment, and the estimated amount of algaecide to treat the blooms. The firm to whom the Notice to Proceed is issued will be responsible for determining other appropriate resources to treat the bloom.

The Notice to Proceed will be issued to the primary firm for the assigned region where the bloom is located. The District Project Manager will transmit the Notice to Proceed via email to the primary firm and follow up with a phone call to the firm’s project manager. The primary firm will then have three (3) hours after the email has been sent to acknowledge receipt and acceptance of the work specified in the Notice to Proceed. The primary firm’s project manager may acknowledge receipt via email or phone call to the District’s Project Manager. The primary firm will have 24 hours from the issuance of the Notice to Proceed to Mobilize (as defined in the Agreement).

If the primary firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed or (2) Mobilize within the 24-hour time frame, then the District may elect to cancel the Notice to Proceed in its discretion. If cancelled, the District will provide notice to the primary firm’s listed Project Manager. A cancelled Notice to Proceed is null and void, and the primary firm is no longer authorized to perform the work specified therein.

The District will then issue a Notice to Proceed to the alternate firm for the assigned region. The alternate firm will then have three (3) hours after the email has been sent to acknowledge receipt and acceptance of the work specified in the Notice to Proceed. The alternate firm's project manager may acknowledge receipt via email or phone call to the District's Project Manager. The alternate firm will have 24 hours from the issuance of the Notice to Proceed to Mobilize.

If the alternate firm fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed or (2) Mobilize within the 24-hour time frame, the District may cancel the Notice to Proceed in its discretion. If the Notice to Proceed is cancelled, the District will provide notice to the alternate firm's listed Project Manager. A cancelled Notice to Proceed is null and void, and the primary firm is no longer authorized to perform the work specified therein.

The District may terminate a Notice to Proceed in its discretion after a firm Mobilizes within the 24-hour period but is unable to treat the HAB due to (1) the firm failing to locate and treat algal bloom; or (2) weather conditions that are not compatible with treatment. If the District elects for terminate a Notice to Proceed for such an event, then the firm will be compensated with a flat-rate Mobilization fee of \$2,500.00.

The District's estimated total budget is \$80,000.00, which reflects the combined total for the initial term of all contracts awarded in all Regions. Respondents are cautioned that this amount is estimated only and poses no limitation on the District. The initial term for awarded contracts will expire on June 30, 2024.

The District retains sole discretion in determining when a Notice to Proceed may be issued under the Agreement.

**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 Kendall Matott, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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**INSTRUCTIONS TO RESPONDENTS**

**1. DEFINITIONS**

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid provided by Respondent (the “Bid”), and all required certifications and affidavits.

**2. CONTRACT ADMINISTRATION**

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Kendall Matott, Sr. Procurement Specialist  
 Phone: 386-312-2324  
 Fax: 386-329-4546  
 Email: kmatott@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

**3. WHERE TO DELIVER BID**

The Bid must be submitted in a sealed envelope to:

Kendall Matott, Sr. Procurement Specialist  
 Attn: Office of Financial Services  
 St. Johns River Water Management District  
 4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN  
 Respondent’s Name: \_\_\_\_\_  
 Invitation for Bid: 38479  
 Opening Time: 2:00 p.m.  
 Opening Date: March 27, 2023

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

**4. 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. March 27, 2023  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

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.

## 5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
  - 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, Similar Projects, Subcontractors, and other required qualification forms)
  - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. 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. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:
  - g. Bid: IFB # Respondent's name (abbreviated) Due Date  
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Bid – DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.
7. Please do NOT password protect your files. 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.

**If you need assistance or have any questions about the format, please call or email Kendall Matott at 386-312-2324 or kmatott@sjrwmd.com.**

## 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 fax at 386-329-4546 or by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry 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 total budget for the Work is \$80,000.00, which reflects the combined total for the initial term of all contracts awarded in all Regions. The above 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

Respondent must use the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Bid may be considered non-responsive.

- a. Respondent firm must have successfully completed at least three (3) aquatic herbicide application projects of a similar nature to that in the Statement of Work ("SOW"), utilizing required equipment (outlined in the SOW) within the last three years. Each project must have had an estimated budget cost of at least \$35,000, with the aggregate total of all three identified similar completed projects totaling least \$100,000.00.
- b. All of Respondent's applicators proposed to perform Work under the Agreement must hold an active Commercial Restricted Use Pesticides (RUP) Applicator License issued by the Florida Department of Agriculture and Consumer Services with the Aquatic Pest Control category.
- c. Respondent firm must have no less than five years of experience on aquatic herbicide application projects of a similar nature to those described in the SOW.

- d. Respondents' on-site Supervisor must have no less than three years of experience on aquatic herbicide application projects similar to those described in the SOW.
- e. Respondent's on-site Supervisor shall each, within the past three years, have successfully completed at least two aquatic herbicide application projects (for the Respondent or another contractor) of a similar nature to those described in the SOW using equipment equivalent to that specified in the SOW.
- f. Respondents must have at least two vessels, one of which must be an airboat, available to perform the Work. Vessels must have a calibrated granular herbicide application system mounted to the vessel.
- g. Respondents must have the ability to record treatment locations via GPS, track logs and treatment points as determined necessary by the District Project Manager.
- h. Respondents must have the ability to safely move/transport algaecide product in accordance with all applicable laws from District storage locations listed below to the treatment areas:
  - District Headquarters: Palatka, Florida
  - District Service Center: Palm Bay, Florida.
- i. The clients listed on the QUALIFICATIONS - SIMILAR PROJECTS Form will be utilized as the Respondent's Client References.

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. **BID GUARANTY**

For the purposes of this Bid, a Bid guaranty is not required.

## 10. **SUBCONTRACTS**

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work on the attached "Proposed Subcontractors" form. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

## 11. **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.

## 12. **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.

### 13. 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 request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

### 14. 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.

### 15. AWARDING THE AGREEMENT

- a. Respondents are invited to submit a response on any or all regions. The Agreement(s) will be awarded to the lowest and second lowest responsive, responsible Respondent(s), being the Respondent(s) with the lowest Total Bid Cost for each region, 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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."

## 16. EXECUTION OF AGREEMENT

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

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- 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 execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or 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.

## 17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the

character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

#### **18. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. 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*. Onvia DemandStar and Vendor Registry may also be accessed

through the District's web site at *sjrwmd.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.

## 23. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

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.

**FORMS**  
**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 potential 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 within the designated 24- hour timeframe for completion of treatment specified in the Agreement, and shall furnish the required evidence of the specified insurance.

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 \_\_\_\_\_  
Fax number

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., March 27, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Aquatic Application of Herbicides, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work as outlined in each Notice to Proceed for the price contained in the following schedule (fill in all blanks). If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

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

RESPONDENTS ARE INVITED TO SUBMIT A BID ON ANY OR ALL REGIONS: The Agreement(s) will be awarded to the lowest responsive and responsible Respondent(s) for the Total Bid Cost of each region, based on the cost per acre treated. Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities specified. Unit costs are required for each line item for each region to be bid on.

If a Successful Respondent fails to (1) acknowledge receipt and acceptance of the work specified in the Notice to Proceed or (2) Mobilize within the 24-hour time frame, the District may cancel the Notice to Proceed in its discretion. If the Notice to Proceed is cancelled, the District will provide notice to the Successful Respondent's listed Project Manager. A cancelled Notice to Proceed is null and void, and the Successful Respondent is no longer authorized to perform the work specified therein.

Respondents Name: \_\_\_\_\_

*Cost Schedule Continued on the following page*

COST SCHEDULE

**COST SCHEDULE FOR AQUATIC HAB TREATMENT - NORTH REGION**

Item Description	Rate
<b>Total Bid Cost:</b>	\$
Cost Per Acre Treated	
<b><i>Additional Amounts Not Included in Total Bid Cost:</i></b>	
<b>Mobilization Flat Rate: \$2,500.00</b> The Mobilization Flat Rate will be paid only if the District elects to terminate a Notice to Proceed after the firm Mobilizes within the 24-hour period but is unable to treat the HAB due to (1) the firm failing to locate and treat algal bloom; or (2) weather conditions that are not compatible with treatment.	

**COST SCHEDULE FOR AQUATIC HAB TREATMENT - SOUTH REGION**

Item Description	Rate
<b>Total Bid Cost:</b>	\$
Cost per acre treated	
<b><i>Additional Amounts Not Included in Total Bid Cost:</i></b>	
<b>Mobilization Flat Rate: \$2,500.00</b> The Mobilization Flat Rate will be paid only if the District elects to terminate a Notice to Proceed after the firm Mobilizes within the 24-hour period but is unable to treat the HAB due to (1) the firm failing to locate and treat algal bloom; or (2) weather conditions that are not compatible with treatment.	

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.

\_\_\_\_\_

Date

\_\_\_\_\_

Respondent (firm name)

\_\_\_\_\_

Address

\_\_\_\_\_

E-mail address

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone number

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work by providing the information requested below. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

1. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

6. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

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 this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:  
(SEAL)

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 performing the Work.

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 aquatic herbicide application projects of a similar nature to those described in the Statement of Work. \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the background/experience including licenses of the on-site Supervisor (person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid). This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide the number of years of experience that the on-site Supervisor has on aquatic herbicide application projects similar to those described in the Statement of Work:

\_\_\_\_\_

Does Respondent have at least two vessels, one of which must be an airboat, with mounted calibrated granular herbicide application systems available to perform the Work?  Yes  No

Does Respondent have the ability to record treatment locations via GPS, track logs, and treatment points as determined necessary by the District Project Manager?  Yes  No

Does Respondent have the ability to safely move/transport algaecide product in accordance with all applicable laws from District storage locations listed below to the treatment areas?  Yes  No

- District Headquarters: Palatka, Florida
- District Service Center: Palm Bay, Florida.

List the names and the pesticide license numbers of all applicators who will be performing the Work.

Applicator Name	License Number

QUALIFICATIONS — SIMILAR PROJECTS --- RESPONDENT FIRM

Include this form in the response

Provide names of at least three (3) successfully completed Aquatic Herbicide Application projects of a similar nature to that in the SOW, utilizing required equipment (outlined in the SOW) within the last three years. Each project must have had been completed by Respondent Firm and have an estimated budget cost of at least \$35,000, with the aggregate total of all three identified similar completed projects totaling least \$100,000.00 as stated in the INSTRUCTIONS TO RESPONDENTS. The clients listed on THIS form QUALIFICATIONS - SIMILAR PROJECTS will be utilized as the Respondent's Client References.

**Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided and chemical applied): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel: \_\_\_\_\_

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Recorded treatment locations via GPS, track logs and treatment points
- Using equipment equivalent to the required specifications in Attachment A – Statement of Work
- Use of Granular Herbicide Application

**Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided and chemical applied): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Recorded treatment locations via GPS, track logs and treatment points
- Using equipment equivalent to the required specifications in Attachment A – Statement of Work
- Use of Granular Herbicide Application

**Completed Project 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided and chemical applied): \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

\_\_\_\_\_ (month/year)

\_\_\_\_\_ (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Recorded treatment locations via GPS, track logs and treatment points
- Using equipment equivalent to the required specifications in Attachment A – Statement of Work
- Use of Granular Herbicide Application

QUALIFICATIONS — SIMILAR PROJECTS --- ON-SITE SUPERVISOR

Include this form in the response; complete for each On-Site Supervisor

Provide names of at least two (2) successfully completed Aquatic Herbicide Application projects of a similar nature to that in the SOW, utilizing required equipment of a similar nature to those described in the SOW within the last three years. Projects may be completed by the On-Site Supervisor while employed with Respondent or for another employer.

**On-Site Supervisor Name:** \_\_\_\_\_

**Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided and chemical applied): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel: \_\_\_\_\_

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Recorded treatment locations via GPS, track logs and treatment points
- Using equipment equivalent to the required specifications in Attachment A – Statement of Work
- Use of Granular Herbicide Application

**Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description (including services provided and chemical applied): \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Check which (if any) applied for this project:

- Recorded treatment locations via GPS, track logs and treatment points
- Using equipment equivalent to the required specifications in Attachment A – Statement of Work
- Use of Granular Herbicide Application



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 38479

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

\_\_\_\_\_  
FAX NUMBER

**AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR  
AQUATIC APPLICATION OF HERBICIDES**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38479, Aquatic Application of Herbicide (the “Work”). In accordance with IFB 38479, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from April 1, 2023 (the Effective Date) to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Completion Date.** The Completion Date of this Agreement is June 30, 2024, unless extended by mutual written agreement of the parties.
- (c) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

**2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein and as provided in any issued Notice to Proceed. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein or in a Notice to Proceed, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report

shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. **FUNDING OF AGREEMENT**

This Agreement is one of multiple contracts awarded to qualified respondents by the District for IFB 38479, Aquatic Application of Herbicide. The Shared Funding Cap for all awarded contracts is \$80,000 in total for the term of the contracts. The total amounts of all Work authorized under all contracts shall not exceed the Shared Funding Cap. Funding is subject to District Governing Board budgetary appropriation.

For satisfactory performance of the Work as set forth in an issued Notice to Proceed, the District agrees to pay Contractor a sum not to exceed the amount specified in the Notice to Proceed.

5. **COMPENSATION**

For satisfactory performance of the Work outlined in the Agreement and as authorized by a Notice to Proceed (Attachment D), the District agrees to pay Contractor according to the Cost Schedule set forth in the Statement of Work (Attachment A), up to the Authorized Maximum Billing Amount specified in the Notice to Proceed.

Payment for all work authorized by a Notice to Proceed shall be made only upon receipt and approval of Contractor Reporting Form, Aquatic Application Completion Reports (including electronic shape file), invoices, and any other documents required by the District Project Manager.

6. **PAYMENT OF INVOICES**

(a) Unless otherwise stated in the Notice to Proceed, Contractor shall submit itemized invoices (as specified in each Notice to Proceed) after the completion of Work authorized under a Notice to Proceed by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor

shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager or Notice to Proceed Manager, if applicable; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the other requirements of the applicable Statement of Work); (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement. Additional supporting documentation is required depending upon the type of Notice to Proceed being invoiced, as set forth in **NOTICES TO PROCEED**.
- (e) **Travel expenses.** Travel expenses are not compensable under this Agreement.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment. The District shall pay Contractor 100% of each approved invoice.
7. **PAYMENT AND RELEASE.** Contractor's acceptance of final payment for Work authorized by a Notice to Proceed shall constitute a release in full of all Contractor claims against the District arising from the performance of the Work authorized by that Notice to Proceed, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
8. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this Agreement.
9. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

10. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

11. **PROJECT MANAGEMENT PERSONNEL**

(a) The Project Manager listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Taylor Clark, Project Manager  
 St. Johns River Water Management District  
 4049 Reid Street  
 Palatka, FL 32177-2571  
 Phone: 386-329-4157  
 Email: tclark@sjrwmd.com

CONTRACTOR

TBD, Project Manager  
 TBD  
 TBD  
 TBD  
 Phone: TBD  
 Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep, on the worksite during its progress, a competent supervisor that is satisfactory to the District and who holds an active Commercial Restricted Use Pesticides (RUP) Applicator License issued by the Florida Agriculture and Consumer Services with the Aquatic Pest Control category. The superintendent shall not be changed except with the District's consent unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to the Project Manager shall be as binding as if given to Contractor. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions and notifies Contractor of such, then that person shall be immediately dismissed from the project and shall not perform any further work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing,

training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

## 12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District the project summary and update/status reports regarding directive in the applicable Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.

## 13. FORCE MAJEURE

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within 24 hours of onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten calendar days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

## 14. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's

Project Manager may make changes to the instructions in a Notice to Proceed through written notice to the Contractor's Project Manager. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 calendar days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

## 15. TERMINATION AND SUSPENSION OF AGREEMENT

- (a) **District Termination for Cause.** The Agreement, may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.



- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision of the Agreement. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement or a Notice to Proceed if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

## 16. CANCELLATION AND TERMINATION OF NOTICE TO PROCEED

### (a) Cancellation of Notice to Proceed.

- (i) The District may cancel a Notice to Proceed if Contractor's fails to (1) acknowledge receipt and acceptance of the Work specified in a Notice to Proceed or (2) Mobilize within 24 hours of issuance of a Notice to Proceed shall render the Notice to Proceed null and void.
- (ii) If the Notice to Proceed is cancelled, the District will provide written notice to the Contractor's Project Manager.
- (iii) If cancelled, a Notice to Proceed is null and void, and the Contractor is no longer authorized to perform the work specified therein.

**(b) Termination of a Notice to Proceed.**

- (i) The District may terminate a Notice to Proceed in its discretion after Contractor Mobilizes within the 24-hour time period, but is unable to apply herbicide treatment as specified in the Notice to Proceed due to (1) Contractor failing to locate and treat the algal bloom; or (2) weather conditions that are not compatible with treatment. If the District elects to terminate a Notice to Proceed for such an event, then the Contractor will be compensated with a flat-rate Mobilization fee of \$2,500.00.
  - (ii) The District may elect to terminate a Notice to Proceed in its discretion after Contractor has begun treatment. If the District elects to terminate a Notice to Proceed after Contractor has begun treatment, then the Contractor will be compensated with either (1) the per acre rate set forth in the Scope of Work for the acres treated; or (2) the flat-rate Mobilization fee of \$2,500.00, if the Mobilization fee yields a greater payment than the per acre rate.
- (c) A Notice to Proceed may be otherwise terminated or cancelled upon written agreement of the parties.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**17. DEFINITIONS**

**ADDENDA:** Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

**AGREEMENT:** The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

**AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

**ATTEMPT TO LOCATE:** Watercraft deployed and in route to last known location of outbreak.

**BID:** The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District – New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday), and Christmas Day.

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend this Agreement or a Notice to Proceed so as to modify a Statement of Work or the Total Compensation or provide for an extension of time.

**CONTRACTOR:** Contractor, its officers, employees, agents, successors, and assigns.

**CONTRACTOR’S PROJECT MANAGER:** The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

**INVITATION FOR BIDS:** An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

**MOBILIZE:** All preparations necessary to begin the Work, including delivering all necessary equipment, materials, and personnel to the specified Work location.

**NOTICE TO PROCEED:** Formal written notification from the District to the Contractor to begin performance of the Work as described therein.

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

**SHARED FUNDING CAP:** the total maximum funding authorized for all awarded contracts when multiple vendors are selected in a solicitation.

**STATEMENT OF WORK:** The District's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

**SUBCONTRACTORS:** Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

**TOTAL BID:** The total cost to be paid to Contractor for completion of the Work.

**TOTAL COMPENSATION:** The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

**WORK:** All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

## 18. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor shall be allowed a maximum 15% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

19. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
20. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.
21. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.
22. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
23. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**
- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

**24. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

**25. DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

- 26. DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its vendors (contractors and suppliers) 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 sub-contractors. The District will assist Contractor by sharing information on W/MBEs.

**27. DUTY TO INSPECT AND REPORT DEFICIENCIES IN STATEMENT OF WORK**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of a Notice to Proceed represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not

relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

**28. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY**

**TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County and federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

**29. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

**30. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all

federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

**31. INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**

- a. **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the District may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order request. Failure of the District to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
- b. **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the District's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the District to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The District will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.

- 32. LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

33. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
34. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
- (a) The District shall procure all permits required from, including but not limited to, Florida Fish and Wildlife Conservation Commission, the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
- (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
- (c) Contractor shall:
- (i) give to the proper authorities all required notices relative to the Work;
  - (ii) obtain and pay for all official permits (except those provided in (a) above) and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility;
  - (iii) furnish any bonds, security, or deposits required to permit performance of the Work;
  - (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and
  - (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.

35. **PUBLIC RECORDS**

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.



- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
  - (ii) Upon request from the District’s custodian of public records, Contractor shall 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 in Chapter 119, Fla. Stat., or as otherwise provided by law.
  - (iii) Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

**(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
(386) 329-4127  
[clerk@sjrwm.com](mailto:clerk@sjrwm.com)**

36. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
37. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement or Notice to Proceed for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the applicable Notice to Proceeds' Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
38. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
39. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
40. **NOTICE TO PROCEED**
- (a) All Work must be authorized by the District through a Notice to Proceed. Contractor shall not perform any Work that has not been authorized by a Notice to Proceed.
  - (b) All Notices to Proceed will be issued at the District's discretion. The District makes no guarantees of any amount of work to be authorized under the Agreement.
  - (c) The District will transmit an issued Notice to Proceed to the Contractor's Project Manager via email. Contractor will have three hours after the email is sent to acknowledge receipt and acceptance of the Work authorized in the Notice to Proceed.
  - (d) Within 24 hours of issuance of a Notice to Proceed, Contractor shall Mobilize and return a signed copy of the Notice to Proceed to the District's Project Manager.
  - (e) Each Notice to Proceed shall include a maximum billing amount for the authorized work. Contractor may not invoice the District for any amounts in excess of the maximum billing

amount specified in the Notice to Proceed. The Contractor is solely responsible for ensuring Work is not performed beyond the maximum billing amount. If Contractor believes the authorized Work will exceed the maximum billing amount, Contractor must notify the District's Project Manager. At the District's option, the District's Project Manager may elect to modify the maximum billing amount.

41. **WORK SCHEDULE.** Work schedule is established with each issued Notice to Proceed.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Mary Ellen Winkler, Assistant Executive Director, or designee

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- Attachments:
- Attachment A — Statement of Work/Technical Specifications
  - Attachment B — Insurance Requirements
  - Attachment C — District's Supplemental Instructions (sample)
  - Attachment D — Notice to Proceed Authorization (sample)

ATTACHMENT A — STATEMENT OF WORK  
AQUATIC APPLICATION OF ALGAECIDE

## I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District), in collaboration with partnering agencies, has been tasked with treating harmful algae blooms (HAB) within certain waterbodies within the District boundary. These harmful algae blooms, which are caused by Cyanobacteria or blue-green algae, are of particular concern due to odors, concern for health and safety and unsightly presence.

The District has selected Lake Guard™ Oxy as the algaecide to be used for treatment of cyanobacterial Harmful Algal Blooms (HABs). Lake Guard™ Oxy is a targeted algaecide for blue-green algae. It is a proprietary formulation of U.S. EPA-approved algaecides, based on hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>), that allows the granular product to float and time-release its active ingredient on the water surface, targeting cyanobacterial aggregates as they drift in the water, and is the chosen algaecide to be utilized for this work. The District reserves the right to utilize an alternate algaecide in the performance of this Agreement.

The District will monitor for algae and will determine when an algaecide treatment is warranted. Due to the nature of HABs, a timely response and treatment application can be critical. Therefore, the District has engaged the services of Contractor to rapidly Mobilize and apply the algaecide in those circumstances when the District determines treatment is warranted.

Compliance with all laws (State and Federal) and permits are required in performance of the Work. Failure to comply may result in immediate termination. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES). As such, the District's invasive plant program supervisors approve all herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

## II. OBJECTIVES

The primary objective is to treat and potentially prevent or reduce the intensity and/or duration of HABs in certain affected waterbodies within the District to meet water management protection goals. The goals include reducing the presence and foul odors caused by cyanobacterial HABs which should also reduce safety and health concerns related to potential toxin production or dissolved oxygen effects.

## III. SCOPE OF WORK

The District shall provide Contractor with algaecide to be applied as treatment for HABs in waterbodies as authorized by the District through a Notice to Proceed, which shall specify the specific waterbody location to be treated and a description of the Work. The Notice to Proceed will include the estimated size and last known location of the bloom, the time period to complete treatment, and the estimated amount of algaecide to treat the blooms. Contractor will be responsible for determining other appropriate resources to treat the bloom. Work shall be performed on an as-needed basis. Contractor shall furnish all labor and equipment necessary to complete the work.

Within 24 hours of issuance of a Notice to Proceed, the Contractor will Mobilize by picking up Lake Guard™ Oxy or other District-approved algaecide (material) from the District storage location identified in the Notice to Proceed and delivering all necessary equipment, materials, and personnel to the specified Work location so Contractor may begin treatment.

All of Contractor's applicators must hold an active Commercial Restricted Use Pesticides (RUP) Applicator License issued by the Florida Department of Agriculture and Consumer Services with the Aquatic Pest Control category.

Contractor shall perform the specified services on an as-needed basis as directed by the District's Project Manager. Estimated treatment areas will likely not exceed 200 acres and work should be completed on the same day as treatment was initiated, unless specifically authorized by the Notice to Proceed or the District Project Manager in writing.

The District shall have the option, depending on weather conditions, growth stage of the targeted HAB, and other variables, to designate when specific areas are to be treated. Treatments shall be in accordance with District guidelines established for each individual site. The District reserves the right to require the Contractor to replace any equipment used in the performance of this contract if said personnel and/or equipment are operating in violation of any State or Federal laws or pose a threat to the safety and welfare of District personnel or property, the Contractor's personnel, and property, or to the public.

Work will be compensated as provided in the attached Cost Schedule, up to the Authorized Maximum Billing Amount specified in the Notice to Proceed.

All applications shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24I (SLN) labels. Contractors shall ensure that crews have access to all appropriate labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides, and appropriate personal protective equipment. Contractor shall comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.

#### **IV. TASK IDENTIFICATION: MATERIALS AND APPLICATIN**

1. The contractor will mobilize within 24 hours of issuance of a Notice to Proceed and initiate treatment. Contractor(s) will apply the Lake Guard™ Oxy or other District-approved algaecide (material) via boats to cyanobacterial HAB infected water bodies at specific dosages and locations as determined by the District. This includes both freshwater lakes and rivers within the St Johns River Water Management District. Application shall be performed in such a manner as to protect non-target species, the environment, and the public. Contractor shall utilize watercraft appropriate for the waterbody, which may include airboats and motorboats. Watercraft must be outfitted with necessary metered equipment appropriate for granular algaecide application. Equipment must be calibrated and designed to measure dosage rate and allow for determination of total product amount used.
2. Contractor will safely transport material from established District storage locations to the outbreak site.
3. The District's Project Manager shall initiate and authorize all work by the Contractor in the form of a written Notice to Proceed, which, at minimum, will include the following:
  - a. A Description/Scope of the Work
  - b. Approximate Acreage to be treated
  - c. Amount of material and application rate for the target bloom
  - d. The location of the Work
  - e. Authorized maximum billing amount
  - f. Work schedule
4. As blooms begin to develop, the District will provide as much advance notice of potential treatment requests as practical. The District shall provide all herbicide products and use rates. Contractor shall be responsible for rinsing and disposing of containers according to specified regulations and product labeling. Contractor is responsible for returning unused product back to the District and must maintain quality/integrity of the algaecide while it is in their possession.

5. Contractor shall post District-provided signs providing public notice of treatments at public access points (i.e., boat ramps) within 2.0 miles of the application site immediately prior to treatment. Signs must notify public of treatment event and date(s) of treatment. A GPS waypoint shall be collected at each sign deployed, and all collected waypoints will be submitted electronically to the District Project Manager at the conclusion of treatment for District sign retrieval.
6. Once mobilized for each Notice to Proceed, treatment application shall continue throughout until all Work is complete. Where practical, individual treatment events should occur within a single day. Treatment location will likely extend up to a maximum of 200 acres.
7. The District may decide to treat larger areas, to be defined within a Notice to Proceed, and additional treatment days and area would be added through a District Supplemental Instruction as needed to accommodate treatment of a larger area.
8. Upon agreement between the District Project Manager and Contractor, work may be suspended due to inclement weather or other unforeseen need for delay. The District Project Manager shall determine when and/or if work should commence after a break is necessary.
9. Within 24 hours of completion of the treatments, Contractor must provide the data on the daily application records Contract Reporting Form (Exhibit 2, Contractor Reporting Form), provided by the District.
10. Within 24 hours of completion of treatments, Contractor must provide an electronic shape file containing GPS coordinates of the treated area and sign placement locations.
11. While applying algaecide, contractor must always maintain a distance of 100 meters from the shoreline (private property) unless specifically authorized within the Notice to Proceed or approved by the District Project Manager in writing prior to treatment.
12. Contractor can only apply algaecide in water body locations with water depths in excess of 3 feet, per material labelling, unless otherwise authorized in the Notice to Proceed or approved by the District Project Manager in writing prior to treatment.

#### **CONTRACTOR RESPONSIBILITIES:**

- Contractor shall complete the Work in accordance with the terms and conditions of this Agreement and any issued Notice to Proceed.
- Contractor shall provide one person (field supervisor) assigned as the main point of contact, at least one for each project, for the duration of the contract to ensure efficient application and reduced training time.
- When performing the Work, Contractor must always have one on-site supervisor who holds an active Commercial Restricted Use Pesticides (RUP) Applicator License issued by the Florida Agriculture and Consumer Services with the Aquatic Pest Control category.
- Contractors shall ensure that crews have access to all appropriate labels and Safety Data sheets (SDS) and appropriate personal protective equipment while transporting, mixing, or applying herbicides.
- Contractor shall have at each work site, a properly functioning wind meter and comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.
- Contractor shall adhere to all permit conditions as well as all Federal, State and local regulations governing the application, transportation, storage, use and disposal of products utilized in the performance of this contract. These regulations include, at a minimum, F.I.F.R.A., CFR 1920, OSHA General Industry Standards, and Chapter 487, Florida Statutes.

- Contractor shall post signs providing public notice of dates of treatment at public access points (i.e., boat ramps) within 2.0 miles of the application site immediately prior to treatment. Contractor must also provide waypoints of all posted signage at the conclusion of treatment.
- Within 24 hours of completion of the treatments, Contractor must provide to the District Project Manager the data on the daily application records Contract Reporting Form (Exhibit 2, Contractor Reporting Form), provided by the District.
- Within 24 hours of completion of treatment, Contractor must provide an electronic shape file containing GPS coordinates of the treated area (polygon features are preferred). If the Contractor fails to locate the bloom, or it has moved to an untreatable area, Contractor will provide a polygon of the search area, or new bloom location, respectively.
- Herbicides shall be handled and applied according to the most current manufacture's label instruction.
- Contractor shall provide all equipment necessary to apply the material, including personal protective equipment for contractor personnel.
- Contractor will transport material from established District storage locations to the outbreak site and complete the log recording amount of material taken from and returned to the storage location.
- Contractor shall clean all application equipment prior to arrival at the worksite of all biological material (including boats/vessels). Contractor's failure to properly sanitize all equipment prior to arrival at the site shall be considered a material breach of this Agreement. If sites have a variety of infestations the Contractor may be required to clean equipment prior to continuing work. A general reference can be found in the U.S, Dept of Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to prevent the spread of Invasive Species, May 2020 or at <https://invasivespecies.wa.gov/wpcontent/uploads/2019/08/InvsvsPreventProtocol.pdf>. It is the minimum expectation that all tracks, tires, trailers, truck beds and radiators will be free of biological material in addition to any other areas prone to collections of such items including small seeds. In addition to equipment, attire including shores and boots should be free of seeds that may become lodged.
- Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall immediately stop applying treatment and contact the District Project Manager for further instructions. Contractors shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
- Contractor is responsible for understanding contract objectives, as well as Notice to Proceed instructions and shall request clarification or additional information when the intent of the Work or, specific instructions are unclear, or any other issues or concerns related to the project.
- Contractor shall plan and implement treatments using a systematic, efficient approach. Algae management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.
- Contractor is responsible for all quality assurance and quality control. Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the Work. District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras.
- Contractor is responsible for technical aptitude of its personnel including but not limited to, staff coordination, adherence to cost/time schedules, and herbicide use patterns.
- Contractor shall remain abreast of alternative and emerging technologies and make recommendations for implementation of technologies that reduce the environmental footprint of herbicide applications.
- Contractor shall be responsible for protecting the environment and the public from product misuse. Impacts such as fines, damages, fish kills, etc. due to the misuse shall be the Contractors responsibility for resolution.

- If requested by the District, the Contractor shall collect water samples during treatment activities following the protocol specified by the District Project Manager.
- The contractor shall collect before and after pictures of treated area, with date/time stamp information associated with each picture. In addition, the Contractor shall map the treatment area using GPS. Treatment polygons (kmz file or ArcMap Shapefile) and photos shall be provided to the District Project Manager within 24 hours of concluding treatment.

#### **DISTRICT RESPONSIBILITIES:**

- District shall provide information regarding target organism, any local knowledge or other restrictions that may be applicable to the specific project location.
- Prior to application, District Project Manager shall provide Contractor with the potential location of treatment (last known bloom location), approximate acreage, amount of product and use rates(s), via a Notice To Proceed.
- District Project Manager will work closely with the contractor to schedule the timing of the project as suitable weather is forecasted.
- District will coordinate outreach to the public, local governments, and media, with the exception of sign placement within 2.0 miles of treatment location, which is Contractor's responsibility.

#### **V. TIMEFRAMES & DELIVERABLES**

Contractor must acknowledge receipt and acceptance of the Work specified in a Notice to Proceed within three hours after the email transmitting the Notice to Proceed has been sent to Contractor. Contractor's Project Manager may acknowledge receipt via email or phone call to the District's Project Manager.

Within 24 hours of issuance of a District issued Notice to Proceed, Contractor shall Mobilize and return a return a signed copy of the Notice to Proceed to the District's Project Manager. If Contractor fails to Mobilize and acknowledge acceptance of the Notice to Proceed within the prescribed time frames, the Notice to Proceed may be cancelled as specified in the Agreement.

If accepting multiple concurrent Notices to Proceed, the Contractor must be capable of completing each within the respective timeframes. The District shall inspect work by tasks identified above.

#### **Invoicing and Deliverables:**

Payment for all work associated with each Notice to Proceed shall be made only upon receipt and approval of Contractor Reporting Form, Aquatic Application Completion Reports including electronic shape file, photos, invoices, and any other documents required by the District Project Manager.



**VI. COST SCHEDULE****COST SCHEDULE FOR NORTH/SOUTH REGION**

<b>Item Description</b>	<b>Rate</b>
<b>Cost per acre treated:</b>	\$
<b>Mobilization Flat Rate:</b> The Mobilization Flat Rate will be paid only if the District elects to terminate a Notice to Proceed after the firm Mobilizes within the 24-hour period but is unable to treat the HAB due to (1) the firm failing to locate and treat algal bloom; or (2) weather conditions that are not compatible with treatment	\$2,500.00

This Agreement is one of multiple contracts awarded to qualified respondents by the District for IFB 38479, Aquatic Application of Herbicide. The Shared Funding Cap for all awarded contracts is \$80,000 in total for the term of the contracts. The total amounts of all Work authorized under all contracts shall not exceed the Shared Funding Cap. Funding is subject to District Governing Board budgetary appropriation.

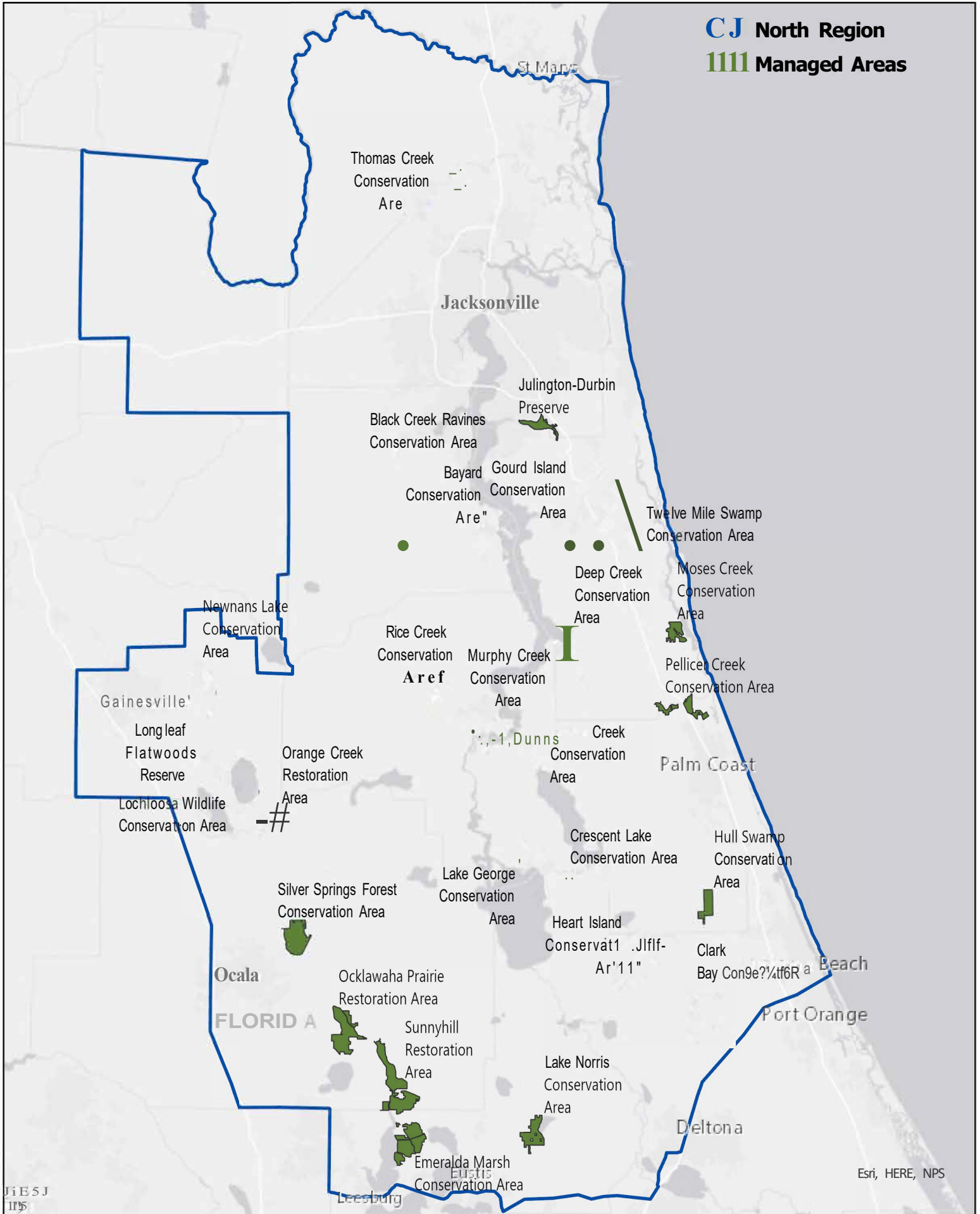
**VII. PROJECT MANAGEMENT**

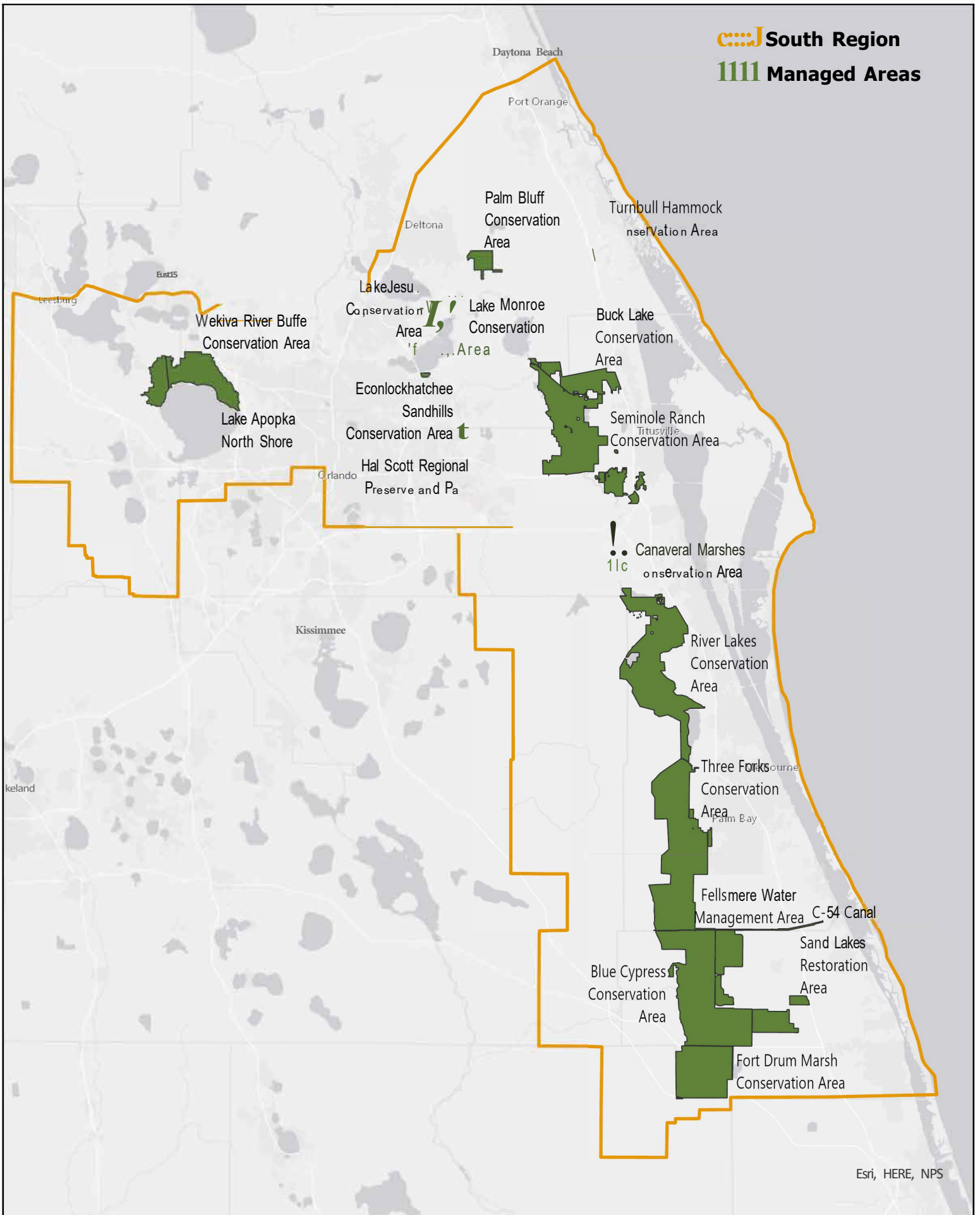
Taylor Clark, Invasive Plant Management Coordinator (North Region)  
(386) 983-2880  
[tclark@sjrwmd.com](mailto:tclark@sjrwmd.com)

Randy Snyder, Invasive Plant Program Supervisor (South Region)  
(321) 409-2168  
[rsnyder@sjrwmd.com](mailto:rsnyder@sjrwmd.com)

## Attachments:

- Exhibit 1 – Maps North/South Regions
- Exhibit 2 – Contractor Reporting Form





**South Region**  
**1111 Managed Areas**

EXHIBIT 2: CONTRACTOR REPORTING FORM

St. Johns River Water Management District

**Algaecide Application Report**

Volume of Herbicide checked out:		Volume of Herbicide Returned:	
Contractor Treatment Event On-Site Licensed Supervisor Name:			
Waterbody Name:		NTP#:	
Contractor Firm:		Contract #:	
Description of bloom location:		Bloom Severity	
Date of Treatment:			
Windspeed at start of treatment:		Windspeed at end of Treatment:	
Weather:			
# of signs deployed:			
# of boats used in treatment:			

*Herbicide Application*

Date	Application Start Time	Application End Time	Herbicide	treatment area	rate of application	total volume herbicide

Signings of Endangered Species or other Comments:

## ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

**Automobile Liability.** \$500,000 combined single limit.

(c) **Pollution/Environmental Impairment Liability Coverage**

- (i) Contractor is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
- (ii) Contractor is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

**Policy Limits.** Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Taylor Clark, Project Manager

CONTRACT NUMBER: 38479

CONTRACT TITLE: Aquatic Application of Herbicide

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**Contractor’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Taylor Clark, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Kendall Matott, District Sr. Procurement Specialist

c: Contract file  
Financial Services

ATTACHMENT D — SAMPLE NOTICE TO PROCEED  
 NOTICE TO PROCEED AUTHORIZATION

Notice to Proceed No.: \_\_\_\_\_ Project name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Project Manager: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Pursuant to District Contract 38479, Aquatic Application of Herbicide, you are hereby notified to proceed with Work as described below. All Work shall be performed in accordance with the terms and conditions of the Agreement, including the Statement of Work, and this Notice to Proceed.**

**Contractor shall Mobilize within 24-hours of the issuance of this Notice to Proceed. Failure to Mobilize within 24-hours will subject this Notice to the termination and cancellation provisions of the Agreement.**

<b>Description / Scope of the Work:</b>	
<b>Approximate Acreage to be Treated:</b>	
<b>Amount of Material and Application Rate for Target Bloom:</b>	
<b>Location of the Work:</b>	
<b>Authorized Maximum Billing Amount:</b>	\$
<b>Work Schedule:</b>	
<b>Water Quality Sampling Required:</b> (if applicable, attach required SOP)	
<b>Time frame for Treatment:</b> (include completion date)	
<b>District Storage Location for Materials:</b>	
<b>Additional Instructions:</b>	

**To Accept Work Under Notice to Proceed:**

- (1) Acknowledge receipt and acceptance via email or phone call to the District’s Project Manager** (deadline: within three (3) hours after email transmitting Notice to Proceed is sent)
- (2) Return signed Notice to Proceed to District’s Project Manager** (deadline: within 24 hours after Notice to Proceed is issued)

<b>Issued By:</b>	
Taylor Clark, District Project Manager	Date
Date	Time
<b>Acknowledged By:</b>	
Contractor	Date

c: Contract file