

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS 37670
HERBICIDES AND RELATED ADJUVANTS FOR INVASIVE PLANT PROGRAM**

SUBMITTAL OPENING 2:00 P.M. APRIL 15, 2022

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., April 15, 2022. Further information is available through Onvia 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 Onvia DemandStar, Vendor Registry, or the District by calling or emailing Kendall Matott, Senior Procurement Specialist, at 386-312-2324 or kmatott@sjrwmd.com.

The District is requesting submittals from firms who can provide the documentation to meet the minimum requirements outlined in this solicitation to supply herbicides and related adjuvants for the District’s Invasive Plant Program. The purchase period for this solicitation is from May 2022 through September 2023. The estimated budget for the purchase period beginning May 2022, to September 30, 2023, is \$2,000,000.

This pool of qualified firms will have the opportunity to submit quotes (at the District’s discretion) for the purchase and delivery of herbicides and adjuvants on an as needed basis. Purchases will be made by the use of a District Purchase Order.

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.

CONTENTS

INSTRUCTIONS TO RESPONDENTS - 3 -

- 1. DEFINITIONS - 3 -
- 2. CONTRACT ADMINISTRATION - 3 -
- 3. WHERE TO DELIVER SUBMITTAL..... - 3 -
- 4. OPENING OF SUBMITTAL..... - 3 -
- 5. PREPARATION AND ORGANIZATION OF SUBMITTALDOCUMENTS - 4 -
- 6. INQUIRIES AND ADDENDA..... - 5 -
- 7. BUDGET..... - 5 -
- 8. MINIMUM QUALIFICATIONS - 5 -
- 9. SIGNATURE AND CERTIFICATION REQUIREMENTS - 6 -
- 10. DISQUALIFICATION OF RESPONDENTS - 6 -
- 11. REJECTION OF SUBMITTAL..... - 6 -
- 12. WITHDRAWAL OF SUBMITTAL - 6 -
- 13. AWARDED OF AGREEMENT..... - 7 -
- 14. EXECUTION OF AGREEMENT..... - 7 -
- 15. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA..... - 7 -
- 16. DIVERSITY - 8 -
- 17. FLORIDA SALES TAX - 8 -
- 18. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS - 8 -
- 19. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES - 8 -
- 20. NOTICES AND SERVICES THEREOF..... - 8 -
- 21. PROTEST PROCEDURES - 9 -

FORMS..... - 10 -

- CERTIFICATE AS TO CORPORATION - 11 -
- AFFIDAVIT AS TO NON-COLLUSION..... - 12 -
- QUALIFICATIONS — GENERAL..... - 13 -
- DRUG-FREE WORKPLACE FORM - 14 -
- NO RESPONSE FORM..... - 15 -

DRAFT AGREEMENT - 16 -

EXHIBIT 1 – HERBICIDES AND RELATED ADJUVANTS

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 submittal provided by Respondent (the “Submittal”), 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, Senior 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 SUBMITTAL

The Submittal must be submitted in a sealed envelope to:

Kendall Matott, Senior 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 Submittal envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED SUBMITTAL — DO NOT OPEN
 Respondent’s Name: _____
 Request for Qualifications: 37670
 Opening Time: 2:00 p.m.
 Opening Date: April 15, 2022

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 SUBMITTALS

2:00 p.m., April 15, 2022
 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 Submittals 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 Submittals, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Submittals.

Unless otherwise exempt, Respondent's Submittal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Submittal 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 Submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Submittal for excessive or unwarranted assertion of trade secret confidentiality and return the Submittal to Respondent.

5. PREPARATION AND ORGANIZATION OF SUBMITTALS

Respondent must submit its Submittal in "digital" format. Instruction 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. Certificate as to Corporation
 - b. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - c. Qualifications (General and other required qualification forms)
 - d. Drug-Free Workplace Form (not required unless there is a tie Submittal)
2. Respondents must submit the original of their Submittal package in the form and manner specified herein. All blank spaces on the Submittal documents must be typewritten or legibly printed in ink. In the event you decline to submit, 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.
3. Respondent must follow all procedures for digital submission or the Respondent's Submittal may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms, exhibits and questionnaires listed under Item 5.1. above must be completed (typed or handwritten) and included in the submission in digital format (forms must be completed and converted/scanned to PDF format (Adobe).
5. The file naming-conventions for the Submittal shall include:
 Submittal: IFB 37670 Respondent's name (abbreviated) Due Date - (Example: IFB 36938 ABC Company 07-29-21)
6. All digitally submitted files shall be saved to a pin/thumb/jump drive. The pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under item 3 for sealed Submittal.
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 does not open on a District-owned computer is subject to rejection as a defective response.

All the forms and questionnaires in this solicitation are available upon request in Microsoft® Word to aid the Respondent in submitting. The forms with a worksheet are found on the Excel® spreadsheet (separate file) entitled.

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 Request for Qualifications documents, but the Respondent is ultimately responsible for submitting the Submittal 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 (**WEDNESDAY APRIL 6, 2022**) prior to opening of Submittals 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 Onvia 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 Submittals.

Submission of a Submittal constitutes acknowledgment of receipt of all addenda. Submittals 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 Submittal, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated budget for the purchase period beginning May 10, 2022, through September 30, 2023, is \$2,000,000.

The above amount is an estimate only and does not limit the District in awarding an 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(s). 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.

8. MINIMUM QUALIFICATIONS

- a. For any of the herbicides and adjuvants the Respondent can provide, Respondents must provide a letter from the manufacturer(s) stating that Respondent is an Authorized Dealer/Distributor or Manufacturer within the state of Florida. Failure to provide required documentation may result in the Submittal being deemed non-responsive, **Required information must be provided in digital format.**
- b. One complete set of specimen labels, any supplemental labeling, and the latest Safety Data Sheets (SDS) covering the commodities offered must accompany all Submittals. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and SDS may result in the Submittal being deemed non-responsive. **Required information must be provided in digital format.**

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 Submittal 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. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Submittal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Submittal as principal. If a firm or partnership submits the Submittal, state the name and address of each member of the firm or partnership. If a corporation submits the Submittal, an authorized officer or agent must sign the Submittal, 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 Submittal or in substantial performance of the Work have been identified in the Submittal forms.

10. DISQUALIFICATION OF RESPONDENTS

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

- 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 Submittal 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 Submittal;
- 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.

11. REJECTION OF SUBMITTALS

Submittals must be delivered to the specified location and received before the Submittal opening in order to be considered. Untimely Submittals will be returned to the Respondent unopened. Submittals 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 Submittal 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 Submittal.

The District reserves the right to reject any and all Submittals 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(s).

12. WITHDRAWAL OF SUBMITTAL

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

13. EVALUATION AND AWARD PROCEDURES

Submittals will be reviewed by District staff to determine those firms who have met the qualifications outlined herein. All Respondents will be notified of the District's intent to award or decision to award an Agreement. For the purpose of filing a protest under section 120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

The pool of qualified firms will have the opportunity to submit quotes for herbicides/adjuvants as required. The District will provide the specifications and delivery location details with each quote request. The firms will be allowed no less than three days to submit a quote to the District for total cost of the item requested (including delivery costs). A Purchase Order will be awarded based on the lowest quote of a responsive and responsible qualified vendor and the availability of the herbicide or adjuvant. If the vendor with the lowest cost of herbicide or adjuvant requested is not available for delivery by the date needed, the District may award the Purchase Order to the next lowest available vendor.

If two or more quotes are equal in all respects, the Purchase Order will be awarded as follows: (1) to the Respondent that certifies compliance with section 287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.

14. EXECUTION OF AGREEMENT

Submission of a Submittal binds the Successful Respondents to perform the Work upon acceptance of the Submittal and execution of an Agreement by the District.

Unless all Submittals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondents, 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 an 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 Respondents. 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 Respondents.

Failure upon the part of the Successful Respondents 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.

15. NON-CONFORMANCE WITH SPECIFICATION

Equipment, materials and/or services delivered to the District that do not conform to Submittal specifications may be returned and rejected.

16. DIVERSITY

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

17. 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 Request for Qualifications is intended to remain tangible personal property and not become part of a public work owned by the District.

18. 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 submittal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a submittal, 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 submittals, 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.

19. 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.

20. 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 *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting.

Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. 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 deemed received.

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.

21. 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 Submittals, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt 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 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. 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

SUBMITTAL 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 submittal 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 submittal or in the Agreement to be entered into; that this submittal is made without connection with any other person, company, or parties making a submittal; and that this submittal is in all respects fair and in good faith without collusion or fraud.

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

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the submittal 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 submittal is accepted, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement 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

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 Request for Qualification 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 submittal 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 Submittal.
- 2. The attached Submittal is genuine. It is not a collusive or sham Submittal.
- 3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached s Submittal.
- 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 Submittal in connection with the Agreement for which the attached Submittal has been submitted, or to refrain from submitting 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 Submittal of any other Respondent , or to fix any overhead, profit, or cost element of the submitted prices or the submitted 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 Submittal 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 s Submittal, 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 Submittal, 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: _____

Respondents must provide a letter from the manufacturer(s) of all herbicides and adjuvants to be provided stating that **Respondent is an Authorized Dealer/Distributor or Manufacturer within the state of Florida.**

One complete set of specimen labels, any supplemental labeling, and the latest Safety Data Sheets (SDS) covering the commodities offered must accompany all Submittals. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and SDS may result in the Submittal being deemed non-responsive. **Required information must be provided in digital format.**

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 supply the Commodities. The District reserves the right to reject any s Submittal 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 provide the Commodities in a manner acceptable to the District within the time period specified.

Total number of years Respondent has experience in similar herbicide application work described in the INSTRUCTIONS TO RESPONDENTS: _____

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

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Submittal 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 of the person or persons who will be primarily responsible for supplying the Commodities pursuant to this s Submittal.

DRUG-FREE WORKPLACE FORM

Not required unless there is a tie quote

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
REQUEST FOR QUALIFICATIONS 37670 - HERBICIDES AND RELATED ADJUVANTS FOR
INVASIVE PLANT PROGRAM,

Your reasons for not responding to this Request for Qualifications 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 bidsproposalsubmittals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too “general” (explain below)
- Insufficient time to respond to the Request for Qualifications
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet Submittal 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

**DRAFT AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CONTRACTOR FOR COMMODITY OR SERVICE**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and (“Contractor” or “Seller”), whose address is , , .

Contractor responded to the District’s Request for Qualifications (RFQ) 37670 on April 15, 2022 and was awarded an agreement.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the District and Contractor agree to the following:

1. The agreement shall be effective upon execution by both parties and shall expire on September 30, 2023, unless renewed or amended by the parties.
2. When requested by the District, Contractor agrees to provide quotes for the purchase and delivery of herbicides and adjuvants. When issued a Purchase Order, Contractor agrees to furnish and delivery the requested herbicides and adjuvants (the “Work”).
3. A District Purchase Order will be let for each purchase. Actual payment may be made via District Purchasing Card following product delivery and acceptance. Contractor shall deliver the commodities to the District as specified within the District Purchase Order unless otherwise agreed to by District staff.
4. The District will provide the specifications, receipt point location and details with each District Purchase Order. The District’s Purchase Order will identify the amount of product needed, along with identification of any special delivery, schedule, or other requirements.
5. The District reserves the right to award a District Purchase Order based on the ability to provide the commodities in a timely manner, availability of requested commodities, and the cost of requested commodities. The District makes no guarantees as to any amount that will be purchased under the Agreement.
6. Contractor must notify the District within ten days of any action or lapse that result in Contractor no longer meeting the minimum qualifications criteria in the solicitation.
7. The District may terminate this Agreement without cause upon 30 days’ written notice. In such event Contractor shall be compensated for all requested Commodities by The District Purchase Order, delivered by Contractor and accepted by The District. Alternatively, the District may terminate this Agreement for cause on ten days’ written notice and opportunity to cure in the event of any material breach hereof.
8. 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 or 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

Michael A. Register, P.E., Executive Director, or Designee
St. Johns River Water Management District

Date: _____

CONTRACTOR (By signing below you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____
Print Name: _____
Title: _____
Date: _____

Attachments:

- Attachment A: PO Terms and Conditions
- Attachment B: Exhibit 1 – Herbicides and Related Adjuvants

ATTACHMENT A — PURCHASE ORDER TERMS AND CONDITIONS

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

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (the "District"). Neither Seller nor the District may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code — Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by the District. The District reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the District receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected goods will be returned to Seller at Seller's risk and expense. The District has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of the District.
8. All materials, drawings or other items provided by the District to Seller remain the property of the District and will be returned to the District upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of the District.
9. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against the District, and hold and save the District harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods
10. The District is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
11. In accordance with Chapter 442, F.S., Seller will advise the District if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.

12. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
13. Pursuant to chapter 760, F.S., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a , proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a , proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit , proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
15. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to §216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

EXHIBIT 1 – HERBICIDES AND RELATED ADJUVANTS

(SEPARATE EXCEL® FILE)