

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
JANITORIAL SERVICES
INVITATION FOR BIDS**

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. Wednesday, August 10, 2022**. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], or the District’s website at *Floridaswater.com*. Bid packages may be obtained from Onvia DemandStar or the District by calling LaDonna Johnson, at (386) 329-4592.

**Janitorial Services
Bid Number 37925**

Provide janitorial services for 11 offices/locations, or a combination thereof, totaling approximately 215,956 square feet, which include the following:

Office	Location	Approximate Square Footage
Apopka Field Station	Mount Dora, FL	2,862
Apopka Service Center	Apopka, FL	17,160
Bayard Field Station	Green Cove Springs FL	1,040
District Headquarters	Palatka, FL	153,675 (over a 25-acre site, four major office buildings, laboratory building, two large storage buildings, wellness center and seven additional maintenance and covered storage buildings)
Geneva Field Station	Geneva, FL	3,886
Lake George Field Station	Seville, FL	2,844
Longleaf Flatwoods Field Station	Hawthorne, FL	1,064
Sunnyhill Blue House	Umatilla, FL	1,855
Sunnyhill Field Station	Umatilla, FL	2,160
Sunnyhill Fleet	Umatilla, FL	1,050
Palm Bay Service Center	Palm Bay, FL	28,360

The District reserves the right to award one or more Agreements based on the Total Bid Cost per each office/location or the Grand Total Bid Cost for all offices/locations (for the initial contract term), whichever is in the District’s best interest. The initial contract term will be October 1, 2022 – September 30, 2025, with the option to renew for two, 12-month terms (October 1, 2025 – September 30, 2026, and October 1, 2026 – September 30, 2027, respectively).

The District is requiring a mandatory pre-bid meeting to be held Wednesday, August 3, 2022 at 11:00 a.m., at District Headquarters 4049 Reid Street Palatka, Florida 32177. To confirm your attendance, contact LaDonna Johnson at (386) 329-4592 or e-mail ljohnson@sjrwmd.com.

The pre-bid conference is intended to provide bidders the opportunity to receive clarification of any requirement of this Invitation For Bids. For mandatory pre-bid conferences, the District will only accept bids from those attending the pre-bid conference.

BID OPENING: 2:00 P.M. AUGUST 10, 2022

St. Johns River Water Management District Headquarters
4049 Reid Street, Palatka, Florida 32177-2571
(Room number available at reception desk on day of opening.)

**PRESENTATION OF STAFF'S RECOMMENDATION
TO GOVERNING BOARD**

September 13, 2022 Board Meeting

Special accommodations for disabilities may be requested through LaDonna Johnson, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

Contents

INSTRUCTIONS TO RESPONDENTS 4

 1. DEFINITIONS 4

 2. CONTRACT ADMINISTRATION 4

 3. WHERE TO DELIVER BID..... 4

 4. OPENING OF BIDS 5

 5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS 5

 6. INQUIRIES AND ADDENDA 6

 7. BUDGET 6

 8. MINIMUM QUALIFICATIONS 7

 9. BID GUARANTY 7

 10. SUBCONTRACTS..... 7

 11. SIGNATURE AND CERTIFICATION REQUIREMENTS 7

 12. DISQUALIFICATION OF RESPONDENTS 8

 13. REJECTION OF BIDS..... 8

 14. WITHDRAWAL OF BIDS 8

 15. AWARDED THE AGREEMENT..... 8

 16. EXECUTION OF AGREEMENT..... 9

 17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA..... 10

 18. DIVERSITY 10

 19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS 10

 20. FLORIDA SALES TAX 11

 21. NOTICES AND SERVICES THEREOF 11

 22. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES..... 11

 23. PROTEST PROCEDURES 11

FORMS..... 13

 BID FORM 13

 COST SCHEDULE..... 14

 PROPOSED SUBCONTRACTORS 17

 CERTIFICATE AS TO CORPORATION 18

 AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL
 CONFORMANCE WITH SPECIFICATIONS 19

 QUALIFICATIONS — GENERAL..... 20

QUALIFICATIONS – SIMILAR PROJECTS 21

 DRUG-FREE WORKPLACE FORM 23

DRAFT AGREEMENT 25

GENERAL SERVICES AGREEMENT 25

BETWEEN THE 25

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 25

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 or purchase order (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 submitted 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:

LaDonna Johnson, Associate Procurement Specialist
 Phone: (386) 329-4592
 Fax: (386) 329-4546
 E-mail: ljohnson@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

All bids must be submitted in sealed envelopes to:

LaDonna Johnson, Associate Procurement Specialist
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid Street, Palatka, Florida 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 Bids 37925
 Opening Time: 2:00 p.m.
 Opening Date: August 10, 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 BIDS

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

2:00 p.m., August 10, 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 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, whichever is earlier. This exemption is not waived by the public opening of Bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. 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 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 BID DOCUMENTS

Respondent must submit its Bid in one of the following two formats: (1) "hard copy (paper)" OR (2) "electronic." Do NOT submit both. Instructions for submitting are provided below.

A. Instructions for Submitting Bids in "Hard Copy" Paper Format

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form
- b. Cost Schedule (includes Excel® spreadsheet/file)
- c. Certificate as to Corporation
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
- f. Drug-Free Workplace Form (not required unless there is a tie bid)

Respondents must submit the original of their 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.

B. Instructions for Submitting Bid in Electronic Format

1. Respondent must follow all procedures for electronic submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
2. If the Respondent opts to submit its Bid in electronic format:

- a. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under Item 5.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)).
 - b. 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 in electronic format.
3. The file-naming conventions for the bid shall include:
- a. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB _____ ABC Company 11-11-15)
4. All electronically 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 E-MAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
5. If the Respondent elects to submit electronically, only one copy of the Bid is required.

If you need assistance or have any questions about submitting in paper or electronic format, please e-mail LaDonna Johnson at ljohnson@sjrwmd.com or call (386) 329-4592.

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.

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 bidding procedures and assist bidders in referring to any applicable provision in the bid documents, but the bidder 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 e-mail at ljohnson@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for 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

Respondents are cautioned to not make any assumptions from the budget estimate as to the total funds available for the Work. The District retains the right to adjust the estimated budget in awarding the Agreement. The District also reserves the right to reject any and all bids over this estimated budget amount. In addition, if all bids from responsive and responsible Respondents exceed the estimated budget, the District reserves the right to increase, decrease, or delete any class, item, or part of the

Work. 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 the bid documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have no less than three years of experience on projects of similar nature (janitorial services for multi-use buildings with at least 30,000 cumulative square feet).
- b. Respondent must have completed at least two projects of a similar nature (as stated above) in the past three years by the individual, firm or project manager assigned to the project.
- c. Respondent must provide three references. At least two of the client references must be from the similar projects listed in response to sub-paragraph (a), above. No more than one of the client references may be from completed District projects.

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 identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 15% of the Total Bid Cost on the attached “Proposed Subcontractors” form. Respondent must submit with its bid a list of all known subcontractors who will be paid more than 15% of the Total Bid Cost. 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 submittal of 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 Provision 2 of 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 client references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- g. Respondent is failing to adequately perform on any existing contract with the District;
- h. Respondent has defaulted on a previous contract with the District;
- i. 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;
- j. 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 BIDS

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, unauthorized alternate bids, 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 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 bid opening. 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. The Agreement(s) will be awarded to the lowest responsive, responsible Respondent(s), being the Respondent(s) with the lowest Total Bid Cost per each office/location or the Grand Total Bid Cost

- for all offices/locations (for the initial contract term). The District reserves the right to award one or more agreements, whichever is in the District's best interest, to 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 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.; or (3) by lot.
 - 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 bid 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 performance and payment bond (if applicable);
- b. A completed Internal Revenue Service Form W-9;
- c. Satisfactory evidence of all required insurance coverage;
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;
- e. 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. In such event, the District will be entitled to the full amount of the bid guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

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 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.

19. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

20. 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.

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at Demandstar.com. Onvia DemandStar may also be accessed through the District's website at *Floridaswater.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 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 Bid 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 e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

22. 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.

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 bid 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 Notice of Protest within 72 hours after receipt of the decision or intended decision. 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 of the District's estimated contract amount.

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.

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

**BID FORM
(This form to be included in bid submittal)**

RESPONDENT:

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

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

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

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

E-mail address

Signature _____
Telephone number

Typed name and title _____
Fax number

COST SCHEDULE
(This form to be included in bid submittal)

Bid to be opened at 2:00 p.m. Wednesday, August 10, 2022

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Bid 37925, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work 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.

The bid will be awarded to the lowest responsive and responsible Respondent(s) for the Total Bid Cost per each office/location or the Grand Total Bid Cost for all offices/locations (for the initial contract term). The District reserves the right to award one or more agreements, whichever is in the District’s best interest.

(COST SCHEDULE for Bid 37925 continued on the following pages)

	Office/Location	FY2022-2023 (Oct. 1, 2022 – Sept. 30, 2023)	FY2023-2024 (Oct. 1, 2023 – Sept. 30, 2024)	FY2024-2025 (Oct. 1, 2024 – Sept. 30, 2025)	TOTAL BID COST
1	Apopka Field Station (2,862 square feet)	\$	\$	\$	\$
2	Apopka Service Center (17,160 square feet)	\$	\$	\$	\$
3	Bayard Field Station (1,040 square feet)	\$	\$	\$	\$
4	District Headquarters (153,675 square feet)	\$	\$	\$	\$
5	Geneva Field Station (3,886 square feet)	\$	\$	\$	\$
6	Lake George Field Station (2,844 square feet)	\$	\$	\$	\$
7	Longleaf Flatwoods Field Station (1,064 square feet)	\$	\$	\$	\$
8	Sunnyhill Blue House (1,855 square feet)	\$	\$	\$	\$
9	Sunnyhill Field Station (2,160 square feet)	\$	\$	\$	\$
10	Sunnyhill Fleet (1,050 square feet)	\$	\$	\$	\$
11	Palm Bay Service Center (28,360)	\$	\$	\$	\$
GRAND TOTAL BID COST (ALL OFFICES/LOCATIONS)		\$	\$	\$	\$

(COST SCHEDULE for Bid 37925 continued from previous page)

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

Typed name and title

Fax number

PROPOSED SUBCONTRACTORS

This form to be included in bid submittal

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

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

This form to be included in bid submittal

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

This form to be included in bid submittal

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

This form to be included in bid submittal

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 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 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 of the 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.

QUALIFICATIONS – SIMILAR PROJECTS

(This form to be included in bid submittal)

Respondent must have no less than three (3) years of experience on projects of a similar nature (janitorial services for multi-use buildings and at least 30,000 cumulative square feet or greater), and the Respondent must have completed at least two (2) projects of a similar nature (as stated above) in the past three (3) years by the individual, firm, or project manager assigned to the project.

Completed Project #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCE

This form to be included in bid submittal

Respondent shall provide three references, which shall include the similar projects listed above. No more than one reference shall be from the District., attesting to their abilities as it relates to the Statement of Work in the Agreement. (For similar projects listed above, simply state “Similar Project No. ____.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie bid

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: _____

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS
37925 JANITORIAL SERVICES

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 Bureau of Procurement Management 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 Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid 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
GENERAL SERVICES AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND

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, 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 (“the Work”). 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; (4) 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 OF AGREEMENT

- (a) The term of this Agreement shall be from 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. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date of this Agreement is October 1,2022.
- (c) **Completion Date.** The completions date of this Agreement is September 30, 2025. 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. 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, 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**

(a) For satisfactory performance of the Work, the District agrees to pay Contractor [a sum not to exceed] [\$] (the “Total Compensation”). The amount expended hereunder shall be paid in accordance with and subject to the following renewable multi-year funding allocations for each District fiscal year:

Fiscal Year: October 1, 2022 - September 30, 2023	Amount: \$
Fiscal Year: October 1, 2023 - September 30, 2024	Amount: \$
Fiscal Year: October 1, 2024 - September 30, 2025	Amount: \$

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

5. **PAYMENT OF INVOICES**

(a) Contractor shall submit Monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. 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 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 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 10 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 (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) District work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) District Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within forty-five (45) days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement or project estimate for a Work Order (if applicable) includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Payments.** The District shall pay Contractor one hundred percent (100%) of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **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. The 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 contract.

8. **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.

9. **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 (5) 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.

10. **PROJECT MANAGEMENT AND PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) 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; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT
Scott Tilton, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 937-1378
E-mail: stilton@sjrwmd.com

CONTRACTOR
, Project Manager

E-mail:

(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, and may approve minor deviations in the

Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement.

- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. shall keep on Contractor the worksite during its progress a competent superintendent, satisfactory to the District. 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 him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any 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.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **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/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (b) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

12. FORCE MAJEURE; DELAYS

- (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 ten (10) days after the 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 (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10) 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.

13. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may authorize or direct minor changes in the Work not affecting the Total Compensation or the Completion Date, and not inconsistent with the purpose of the Work, upon issuance of the District's Supplemental Instructions (DSI) form (Attachment C). The DSI shall indicate that: (1) both parties agree that the changes in the Work will not affect the Total Compensation or the Completion Date, or (2) that Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date. **Failure of Contractor to provide such written notice waives any claims for extra cost.** If the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**
- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall

maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **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 (5) days. Within fifteen (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 fifteen (15) 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.

14. **TERMINATION AND SUSPENSION**

- (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 or any Work issued under it, in whole or in part, without cause, upon thirty (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 hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement 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 (5) 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 (7) 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 twenty (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.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

15. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids, 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.

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 so as to modify the 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.

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.

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.

16. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the District. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Contractor shall be responsible for providing lock(s) to District properties.

17. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the 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 (7) 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 (5) 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.

- 18. 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.

19. **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, or national origin, age, handicap, or marital status.
20. **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.
21. **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.
22. **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 fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar 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 (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five (5) 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.

23. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities and encourages its prime 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. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.
24. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**
- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award 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.

25. **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 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.
26. **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 section 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.
27. **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.
28. **INSPECTION OF WORK.** Any and all materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance with this Agreement. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District's Project Manager and inspector(s) shall be provided access and proper facilities for inspection of the Work wherever it is in preparation or progress. The District may reject all Work and materials that do not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. Notice shall be given to the District of any defective material.

29. **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.
30. **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.
31. **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 CONTRACT 32063 - 15 - 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 CONTRACT, 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**

32. **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.

33. **REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. 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.

- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, 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 Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
34. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
35. **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. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. 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.

36. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

37. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.

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: _____
Michael A. Register, P.E., 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 1 - STATEMENT OF WORK JANITORIAL SERVICES

I. Introduction/Objective

The St. Johns River Water Management District is a regulatory agency established to protect the water quality and supply of all, or part of, 18 counties of the State of Florida comprising the St. Johns River Basin and associated coastal waters. The District's headquarters is located in Palatka. The 25-acre site includes four major office buildings, a laboratory building, two large storage buildings and seven other maintenances and covered storage buildings. There are approximately 450 personnel stationed at the facility that conduct the majority of the business operations of the District. Services shall also be provided to ten satellite offices and field stations.

In addition to staff, there are many customers, vendors, contractors and guests who visit these facilities. One element of the District's goals, in order to ensure a safe and healthy work environment and to protect its assets, is to provide a clean facility on a daily basis.

The District has contracted janitorial services for approximately 20 years as a part of an overall goal to increase outsourcing of required services. The current need for janitorial services includes office space, public meeting rooms and associated support spaces totaling 153,675 square feet for District Headquarters location in Palatka, Florida, over a 25-acre site (four major office buildings, laboratory building, two large storage buildings, wellness center and seven additional maintenance and covered storage buildings). Services also include ten satellite offices and field stations, approximately 62,281 square feet, totaling an estimated 215,956 square feet. *(site locations and square footage of each location provided below)

II. Scope of Work

All buildings shall be clean and ready for occupancy each morning. This includes but is not limited to: restrooms and break rooms cleaned and sanitized; lobbies and meeting rooms in ready condition for the public use; all trash containers emptied and relined; identified floors mopped or vacuumed; and paper supplies stocked in all identified areas.

In addition to the daily, ready-for-occupancy requirements, many tasks related to continued readiness must be addressed on a weekly, monthly, and as-needed frequency. All requirements are detailed in the following Janitorial Service Specifications.

III. Task Identification

Contractor's Responsibilities

The Contractor shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service as detailed in the Janitorial Service Specifications.

District's Responsibilities

The District shall supply toilet tissue, seat liners, paper towels and plastic bags and liners, including bags for sanitary disposal receptacles and wastebaskets.

IV. Timeframes

The contract will be for the period October 1, 2022 through September 30, 2025 with two optional 12-month renewals.

V. Cost Schedule

Payments shall be made monthly upon completion of work and approval of invoice by District’s Project Manager. The following represents the District’s annual spend plan for these services for the period October 1, 2022 through September 30, 2025 with two optional 12-month renewals:

District Fiscal Year	Monthly Cost	Square Footage Cost (for addition/deduction of square footage)	Total Cost
FY23 (Oct. 1, 20122 – Sept. 30, 2023)			
FY24 (Oct. 1, 2023 – Sept. 30, 2024)			
FY25 (Oct. 1, 2024 – Sept. 30, 2025)			
GRAND TOTAL			

* Site Locations:	Square Feet
District Headquarters (DHQ) 4049 Reid Street Palatka, Florida 32177	153,675 sq. feet
Bayard Field Station 667-2 Bayard Road Green Cove Springs, Florida 32043	1,040 sq. feet
Lake George Field Station 735 Joe Pittman Road Seville, Florida 32190	2,844 sq. feet
Sunnyhill Field Station Sunnyhill Blue House Sunnyhill Fleet Location 19561 SE Hwy 42 Umatilla, Florida 32784	2,160 sq. feet 1,855 sq. feet 1,050 sq. feet
Longleaf Sub-Field Station 10742 S CR 325 Hawthorne, Florida 32640	1,064 sq. feet
Geneva Field Station 1364 Snowhill Road Geneva, Florida 32732	3,886 sq. feet
Apopka Service Center 2501 S. Binion Rd Apopka, Florida 32703	17,160 sq. feet
Palm Bay Service Center 525 Community College Pkwy SE	28,360 sq. feet

Palm Bay, Florida 32909

Apopka Field Station
25633 CR 448A
Mt. Dora, Florida 32757

2,862 sq. feet

JANITORIAL SERVICE SPECIFICATIONS

PERFORMANCE STANDARDS

The District shall be the sole determinant of all standards referenced in these specifications, including but not limited to, standards of cleanliness and the measurement thereof (performance standards), standards of green cleaning products and methods, standards of conduct, dress standards, standards for management response and cooperation, etc.

PERSONNEL

a. Project Manager

The Contractor shall arrange for a Project Manager and an alternate to be the primary contacts for services. The Project Manager or alternate must respond to The District's Project Manager within 24 hours. The Contractor's Project Manager will receive notices, reports, or requests for service from the District's Project Manager or named designee (herein after referred to as the "Project Manager"). The Contractor's Project Manager will provide direction to the primary and secondary Site Supervisors (that person(s) in charge on-site during Contractor's work hours) who shall be available at all times when the contract work is in progress. Contractor is solely responsible for the direction and supervision of Contractor's employees.

b. Employees

The Contractor, at its sole cost, shall furnish all labor necessary to properly perform all services according to the specifications set forth in this Agreement. All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned. All personnel will receive close and continuing first line supervision. All site supervisors must have a minimum of one (1) year of experience in the commercial janitorial field.

WORK SCHEDULE.

District Headquarters, Palm Bay Service Center, and Apopka Service Center

Contractor will perform services five (5) days per week, Monday through Friday. No work shall be accomplished on official holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 4:00 p.m. and shall conclude on or before 12:00 a.m. daily. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

Satellite Offices

Contractor will perform services two (2) times per month for the Bayard, Lake George, Longleaf Sub-Field Station and Geneva Field Stations and must be cleaned between 7:00 a.m. and shall conclude on or before 5:00 p.m. Contractor will perform services two (2) times per week (Tuesday and Thursday) for the Apopka, Sunnyhill Field Station as well as the Sunnyhill Blue House and Sunnyhill fleet location and shall not commence before 4:00 p.m. and shall conclude on or before 12:00 a.m. No work shall be accomplished on official holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) or weekends unless approved in advance by the District Project Manager. Contractor will provide the District's Project Manager with a schedule for servicing the Satellite Offices. All requests to change the schedule shall be coordinated with the District's Project Manager a minimum of 24 hours in advance of the change and confirmed in writing.

EMERGENCY SERVICES

If an emergency arises (such as flooding of a particular section of a building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Project Manager, from their normal assigned duties to meet these conditions. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because the normal daily work which otherwise would have been performed had to be neglected, but every effort must be made to complete contract requirements.

SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES

- a. The Contractor, at its sole cost, shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, microfiber mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, carpet cleaner, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The District shall supply toilet tissue, seat liners, soap, hand sanitizer, urinal screens, paper towels and plastic bags and liners, including bags for sanitary disposal receptacles and wastebaskets. The District assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor's work.

This shall include any stored materials and supplies, if any. District property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

- b. In order to minimize the health and environmental impacts of maintaining clean facilities, the District is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Contractor shall use only environmental preferable products in the following categories:
- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners
 - Disinfectants
 - Floor finishes and floor strippers
 - Other chemicals, as needed, to perform the duties of the particular job or function

For purposes of this contract, the District defines an environmentally preferable cleaning product as one that is certified through Green Seal GS-37, DFE (EPA's Design for the Environment) or the ECP/EcoLogo (Canada's Environmental Choice Program). Products that are not listed through one of these certification agencies will not be allowed to be used as part of this cleaning contract. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal (GS-37) www.greenseal.org or (2) EPA Design for the Environment www.epa.gov/dfc. Prior to contract award, the Contractor must provide a complete list of products, including Material Safety Data Sheets they will use. As stated above, the products must be certified through one of the three certifying agencies listed above.

- c. Changes to any products and/or product lists used as part of this contract must be submitted in writing to the appropriate Project Manager, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the

building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.

- d. The Contractor will provide to the District and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. - The Contractor shall not use any material or supplies, which the District determines, would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- e. The contractor will provide all necessary cleaning equipment including, but not limited to, buffing machines, vacuum cleaners with HEPA filters, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards. All equipment shall meet or exceed qualifications of GreenSeal (GS-42) or EcoLogo (CCD). Equipment deemed by the Project Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR. GreenSeal standards may be found at www.GreenSeal.org and ECOLOGO standards may be found at: www.EnvironmentalChoice.com
- f. All employees of the Contractor, including supervisors, shall be required to wear uniforms. The uniforms must be approved by the District. Employees of the Contractor not in uniform will not be allowed to work. At a minimum the uniforms will consist of a uniform shirt or smock. The uniforms shall have the Contractor's name affixed thereon in a permanent manner. The Contractor's name along with other designations such as the employee's name shall be easily identifiable. Any color or appropriate color combination may be used for the uniforms. Employees shall be required to dress neatly, in accordance with tasks being performed. Uniforms must be readily identifiable and not be hidden by any outerwear or other clothing when employee is on duty.
- g. The Contractor must insure that all restrooms are fully stocked at all times. This is to include evenings when buildings are used for functions. The items to be fully stocked at all times are: toilet tissue, paper towels, seat covers, and liquid soap. The District will be responsible for the provision of these items.
- h. The District reserves the right to require Contractor to change products provided by them, if in the District's opinion, the products used do not achieve quality results.

SECURITY CLEARANCES

All employees, performing work under the contract must comply with all security and administrative requirements of the District. The Contractor shall procure a current FDLE (Florida Department of Law Enforcement) background check on each individual that will be working on District property no later than five (5) working days prior to the individual beginning work. The background check must be reviewed and approved by the District's Project Manager before any Contractor employee may begin work. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for any costs associated with this action. The address for the site is <http://www.fdle.state.fl.us/CriminalHistory>. If the individual has not been a resident in Florida for 12 months, then a check should be done from their previous residence. The District reserves the right to reject any proposed custodial personnel based on background check information. The Contractor shall ensure that all required background checks are provided prior to the employees obtaining access to provide services. The District may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the District's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract.

The District reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees. The District may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Project Manager.

IDENTIFICATION/BUILDING PASS

The Contractor, at its own expense shall provide for photo identification badges for all employees used on this contract. No employee of the Contractor shall be allowed to work on this contract without a photo identification badge. Photocopies of all badges are to be supplied to the Project Manager, prior to starting of contract and before each new employee begins work.

The Contractor shall make sure that every new employee has a photo identification/building pass before the employee enters for duty. The Contractor shall sign each pass issued. The Contractor shall make sure that all passes are destroyed as employees are dismissed or terminated, or when the contract expires. All passes must contain an expiration date.

The Contractor shall make sure that all employees wear identification badges during duty hours. The Project Manager or other personnel designated shall periodically verify passes of Contractor employees along with their personal identification.

BUILDING SECURITY AND ACCESS CONTROL

- a. As stated above, no employee will be allowed to work without a current identification badge.
- b. The Contractor shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the Contractor for such use shall be in accordance with the District key policy and shall be produced on demand of the Project Manager. No keys will be given for rooms requiring cleaning during normal business hours.
- c. Any area to which Contractor is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel.
- d. Upon completion of cleaning in a prescribed area, the Contractor's employees shall ensure all doors and windows are secured. The Contractor's site supervisors shall check to ensure that all requirements are met, prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process.
- e. Any conditions in the facilities that may require repair shall be reported to the District in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.
- f. If keys/key cards are lost, the Contractor will pay for necessary lock changes, key re-issuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- g. No personal items, with the exception of jewelry and medication, will be allowed in the building during work hours. The District shall not be responsible to the Contractor or any of the Contractor's employees for loss of personal property.

STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, filing systems, or use District telephones or other equipment, except as authorized. If the Project Manager brings unacceptable work habits and appearance of the Contractor's employees to the attention of the Contractor, corrective action must be taken immediately. If needed action is not taken the Project Manager may instruct the Contractor to remove such individuals from the building or to not use such individuals for the work of this contract. When employees of the Contractor are determined to have misused District property the Contractor shall be notified, and appropriate action shall be taken by the Contractor. The Contractor shall be required to reimburse the District when specific monetary loss can directly be attributed to the misuse of property/equipment by a Contractor employee.

TRASH AND WASTE REMOVAL PROCEDURES

The Contractor shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the District's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The Contractor shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy-duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup necessary, due to problems as described above, shall be performed immediately and at the Contractor's expense.

SENSITIVE EQUIPMENT AREAS

- a. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b. The use of large numbers of electronic equipment, such as CRT's, executive work stations, personal computers, word processing equipment, communications equipment, etc., requires that the Contractor instruct his cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c. Extreme caution while cleaning will be given to the following:
 - Avoidance of power interruption to devices;
 - The use of the same circuit by cleaning equipment and sensitive devices at the same time. The Contractor shall consult with the District for identification of these areas;
 - The use of cleaning equipment near sensitive devices;
 - The use of only those cleaning products guaranteed not to damage sensitive electronic equipment;
 - The use of cleaning products on or around sensitive devices
- d. When breakers are tripped due to the Contractor's use of electrical outlets the District's on call person shall be notified immediately.

DUE CARE BY CLEANING PERSONNEL

- a. The Contractor will not allow the use of any tobacco products or electronic smoking devices by his employees anywhere on District properties or in District buildings.
- b. The Contractor will not allow the consumption of food or drink in any areas other than District approved locations.
- c. It shall be the Contractor's responsibility to clean up and/or rectify any damage to District property caused by any individuals connected with the Contractor, to the satisfaction of the District.

WASTE RECYCLING PROGRAM.

The Contractor is responsible for emptying the recycle bin throughout the buildings. Aluminum, cardboard, and plastic recycle material will be delivered to the recycling bin location on as needed basis. Paper recycle material, estimated to average 2,500 lbs. per month will be emptied daily and placed in the dumpster provided.

ADDING AND DELETING SPACE

The Project Manager shall give the Contractor a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using a cost per square foot proposed by the Contractor. If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

CONTRACT DEDUCTIONS.

- a. It is the objective of the District to obtain full cleaning performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the District is contracting for the complete performance of each cleaning job as identified in the specifications. In instances where any room is not satisfactorily cleaned or policed and serviced, as determined by the Project Manager in his/her sole discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the contract.
- b. If any work which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Contractor will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Contractor at the rate proposed by the Contractor.
- c. If the Contractor or employees of the Contractor bring unauthorized persons into any facility during contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract for the entire facility and the Contractor shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the facility.

QUALITY CONTROL

- a. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the District prior to start of services under the contract. An updated copy

must be provided to the District as changes occur. The program will include, but not be limited to the following:

1. An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
 2. A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
 3. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be provided electronically to the Project Manager upon completion of each inspection during the life of the contract.
 4. At least once each quarter the Contractor will meet with the Project Manager or his/her designee to inspect the facility for a quality evaluation.
- b. See "Cleaning Standards of Workmanship" on Attachment A.

MISCELLANEOUS

- a. Employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exits.
- b. Report fires, hazardous conditions and items in need of repair.
- c. Close doors and lock room in security areas after cleaning.
- d. Turn in lost and found articles to the Project Manager.
- e. Inform all employees of the need to exercise a reasonable vigilance in implementing this policy and to notify the Security Officer when an unauthorized or suspicious person is seen on the premises.
- f. Contractor shall be responsible for all transportation around the campus.
- g. The District will provide Contractor space at the District Headquarters for Contractor's staff time clock capability, if required.
- h. Light diffusers throughout the District Headquarters shall not be cleaned by Contractor.

GENERAL CLEANING STANDARDS

The District expects the Facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

A. Restrooms

1. Daily
 - a. Clean, polish and dry all receptacles
 - b. Sweep floors
 - c. Damp mop floors with a solution of water and disinfectant
 - d. Clean and disinfect all fixtures (toilets, urinals and sinks). Urinals are waterless fixtures and shall be cleaned to meet manufacturer standards. District provides cartridges.
 - e. Spot clean partition walls, doors, light switches and other horizontal surfaces.

- f. Empty and sanitize all trash and sanitary napkin receptacles and replace liners.
- g. Stock all dispensers with soap, towels, tissue, toilet seat covers, hand sanitizer, and related supplies.
- h. Wet wipe and polish bright metal
- i. Clean and polish mirrors
- j. Replace air fresheners as needed
- k. Sanitize high-touch surfaces

2. Weekly

- a. Damp mop and spray buff resilient floors.
- b. Sweep to remove spray buff debris.
- c. Damp mop ceramic and other pre-finish tile and polish with soft bristle brush.
- d. Sweep to remove mop strings and related debris.
- e. Wood and vinyl baseboards shall be clean and free of accumulations of old wax and mopping solutions. Ceramic baseboards will be cleaned and be free of old wax and mopping solutions. In addition, there will be no discoloration of ceramic from residual build-up as the tile rises vertically above the floor surface.
- f. Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
- g. Dust moldings and ledges
- h. Clean, scrub and disinfect bathroom floors including baths and shower stalls

3. Monthly

- a. Clean ceramic tile surfaces so that tile and grout have a uniform color.
- b. Machine scrub hard surface areas.
- c. Change urinal screens/mats

4. Quarterly

- a. Damp wipe full surface area of stall partitions, doors, window frames and sills with solution of water and disinfectant.
- b. Spray and wet wipe waste receptacles with solution of water and disinfectant/deodorizer.
- c. Thoroughly clean and polish all bright metal.
- d. Thoroughly clean all porcelain surfaces to remove all stains.
- e. Wash full surface area of all window frames and sills with solution of water and disinfectant
- f. Remove dust from louvers/grills
- g. High dust vents, frames and sills

B. Room Cleaning

1. Daily

- a. Empty trash and recycling receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- b. Clean/wash basins (do not clean if dishes are left in the sink)
- c. Fill dispensers
- d. Solid waste collected from facilities shall be placed in the designated container
- e. Mirrors shall be cleaned/polished
- f. Clean edges of carpeting near baseboards and in areas not reached by vacuum. (Corn or synthetic bristle brooms are permitted)
- g. Spot clean carpeting

- h. Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- i. Damp mop hard surface flooring in kitchen's and/or break rooms, leaving no streaking or mop debris.
- j. Clean and sanitize kitchen/lounge sinks and counter areas.
- k. Damp mop marble floor and other "pre-finished" hard surface flooring.
- l. Dust benches and chairs in all common areas.
- m. Thoroughly vacuum carpeted areas.
- n. Sanitize high-touch surfaces

2. Weekly

- a. Spray buff or mop buff hard surface flooring
- b. Vacuum all chairs and vinyl furniture.
- c. Janitorial closets must be kept odor free. Keep mop sinks drains open at all times.
- d. Dust office fixtures, desks, credenzas, tables, chairs, etc., with treated material. If surface is a plastic laminate (Formica), utilize dust cloth. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- e. Low dust chair and table bases, and baseboards.
- f. Dust blinds.
- g. Spot clean walls, doors, frames, and light switches.
- h. Pile brush all corridors, hallways and high density "open" carpeted areas with "Certified" pile brush.
- i. Dust file cabinets and other fixtures
- j. Dust all horizontal surfaces, including wall moldings.

3. Monthly

- a. Spot clean wall surfaces.
- b. Clean storage closets
- c. Spot clean carpeting. Report loose seams, strings and bubbles to the Project Manager.
- d. Wash all base boards.
- e. Machine scrub hard surface areas.
- f. Dust, vacuum/clean louvers and grills
- g. High dust door frames, windowsills, ledges, fixtures, etc.

4. Semi-annually

- a. Vacuum blinds or drapes.
- b. Strip, clean, wax and polish all resilient floors. All stripping agents shall be ammonia free. Finish shall include three (3) coats of wax.
- c. Carpet cleaning/shampoo will be handled under a separate contract, therefore, it is not a task under this contract.
- d. Dust or vacuum HVAC registers.

5. Annually

- a. Clean all light fixture diffusers and dust light bulbs.

C. Common Areas

1. Daily

- a. Wipe glass doors
- b. Clean/wipe wood/ metal frames remove accumulations of residue.
- c. Damp mop, buff or spray buff resilient floors. Remove service debris.
- d. Clean, vacuum elevator tracks and (door) foot plates.

- e. Vacuum and clean edges of carpet.
 - f. Wipe, clean light plates and push plates using a soft cloth and mild soap.
 - g. Dust horizontal surfaces, including stairwell surfaces.
 - h. Sweep, dust mop or vacuum stairwells.
 - i. Dust mop resilient flooring. Clean corners and/or edges.
 - j. Remove dust/cobwebs, etc., from light fixtures within reach.
 - k. Report physical deficiencies to Project Manager.
 - l. Clean/dust elevators. Remove accumulations of residue, gum, etc. Wipe metal, remove smudges.
 - m. Clean and sanitize polish drinking fountains and all high-touch surfaces
2. Weekly
- a. Maintain ALL "pre-finished hard surface" floors using approved materials and methods. These materials and methods shall be of a quality that conforms to industry standards and cause no damage to property.
 - b. Dust/vacuum louvers/grills.
3. Quarterly
- a. Damp wipe/polish wall surfaces, wainscoting and base boards.

D. Exteriors

1. Daily
- a. Sweep entrances, and landings to building. Remove gum and other materials from entry areas.

E. Glass (including all common areas and office areas)

1. Daily
- a. Damp wipe/clean glass entrance doors and glass panels, partitions, bookcase glass and other office fixture glass.
2. Monthly
- a. Wash (squeegee) both sides of entrance glass and adjacent glass paneling.
3. Quarterly
- a. Wash (squeegee) all interior glass, including window glass, mirrors, vertical and horizontal panels, clocks, classroom glass and panels.

F. Horizontal/Vertical Blinds(including all common areas and office areas)

1. Weekly
- a. Dust with wool or feather duster. (If dusting does not clean, wash with general purpose cleaner.)
2. Quarterly
- a. Thoroughly vacuum or dust with wool or feather duster.
 - b. Clean sills with dust cloth, wool, feather duster or vacuum.

G. Stairwells (if applicable)

1. Daily
- a. Remove accumulated trash
 - b. Spot sweep / vacuum as required

2. Weekly
 - a. Sweep
 - b. Damp mop to remove stains
 - c. Dust handrails, ledges, etc.
 - d. Spot clean walls and doors

H. Headquarters Lobby and Board Room

- 1) Second Monday of the month, unless the first falls on a Tuesday then this cleaning would fall on the first Monday of the month (additional to normal daily cleaning)
 - a. Spot clean carpets on the first floor of the executive building
 - b. Ensure mopping and cleaning of all surfaces are spot free
 - c. Dust all common areas
 - d. Scrub mop restroom floors
 - e. Machine scrub hard surface areas.
 - f. Ensure areas are in best presentable condition

ATTACHMENT A
“CLEANING STANDARDS OF WORKMANSHIP”

A satisfactory or acceptable swept floor will not have dust, streaks, marks, dirt in corners, behind doors or under furniture. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment, doors and furniture are not to be disfigured by sweeping mop or broom. After sweeping, the room is to appear orderly and well attended.

A satisfactory and acceptable damp, mopped floor presents a clean appearance and is free from streaks, smears, dirt residue and water. Damp mopping is accomplished by use of clean cotton mops, detergent solution and clean water.

A satisfactory or acceptable scrubbed floor or shampooed carpet has no imbedded dirt, cleaning solution film, stains or water marks.

Satisfactory or acceptable polish or wax removal is accomplished when surfaces, including wall bases, have all polish or wax removed and the surface has been rinsed with clear water and is clean, uniform in appearance and free of streaks, spits and standing water.

All waxed areas will be buffed sufficiently for maximum glass and uniform sheen leaving no soiling or slick spots or powder residue or heavy marks in order for the buffing to be satisfactory or acceptable.

A satisfactory or acceptable dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed, not scattered around the room.

Acceptable cleaned toilet room fixtures and rooms have no objectionable odors. Toilet bowls, wash-bowls and urinals will be cleaned and bright without soap film. Dispensers will be filled and in working condition. There will be no marking on walls or fixtures and other hardware and adjacent surfaces will be bright and clean. Mirrors will be cleaned.

Glass is satisfactorily cleaned when the entire glass surface is without streaks, film, deposits or stains and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

Metal and laminate surfaces are acceptable and satisfactorily cleaned when all surfaces are without deposits or tarnish and it has a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.

Wood surfaces are acceptable and satisfactorily cleaned when all surfaces are without deposits, tarnish, writing, markings or debris and all adjacent surfaces are wiped free of cleaner.

A surface adequately and acceptably spot cleaned has been substantially cleaned of handprints, coffee stains and other recent soils.

A satisfactory or acceptable vacuumed carpet will be accomplished when the carpeted area has had gum and tarred deposits removed, soiled areas spot cleaned and all carpeted areas sufficiently dry vacuumed with an upright vacuum cleaner removing loose dirt and soil spots.

Soiled shall be considered as: Any discoloration, markings, and/or debris which contrasts with the intended design, texture or color of the original surface or fabric (excluding natural or accepted aging of such surface or fabric).

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 20101185, or equivalent, naming *the St. Johns River Water Management District ("District") as Additional Insured.* All required policies shall include: (1) endorsement that waives any right of subrogation 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 thirty (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. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. 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
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000
- (d) **Professional Liability:** \$500,000 per occurrence

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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 changes 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: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management