

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE PURCHASE OF ONE (1) TOTAL PHOSPHORUS/TOTAL KJELDAHL NITROGEN
CONTINUOUS FLOW ANALYZER
REQUEST FOR PROPOSALS 39299**

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

The District seeks to purchase one Total Phosphorus/Total Kjeldahl Nitrogen Continuous Flow Analyzer, better known as and “TP/TKN Continuous Flow System”. The TP/TKN System shall have a sampling device, a peristaltic pump, a reaction cartridge or manifold, a colorimeter or detector and data acquisition software.

The District’s Evaluation Committee will hold the evaluation meeting at District Headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Respondents as follows:

- 10:00 a.m. and 2:00 p.m. (if required) on **December 11, 2023**, to
 - Discuss, evaluate, and rank the written proposals
 - Discuss negotiation strategies

Americans With Disabilities Act (ADA)

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

TABLE OF CONTENTS

INSTRUCTIONS TO RESPONDENTS - 3 -

1. DEFINITIONS - 3 -

2. CONTRACT ADMINISTRATION - 3 -

3. WHERE TO SUBMIT PROPOSAL - 3 -

4. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS - 4 -

5. OPENING OF PROPOSALS - 6 -

6. INQUIRIES AND ADDENDA - 6 -

7. BUDGET - 6 -

8. MINIMUM QUALIFICATIONS - 7 -

9. PROPOSAL GUARANTY - 7 -

10. SUBCONTRACTS - 7 -

11. SIGNATURE AND CERTIFICATION REQUIREMENTS - 7 -

12. DISQUALIFICATION OF RESPONDENTS - 8 -

13. REJECTION OF PROPOSAL - 8 -

14. WITHDRAWAL OF PROPOSAL - 8 -

15. EVALUATION AND AWARD PROCEDURES - 8 -

16. NON-CONFORMANCE WITH SPECIFICATIONS - 9 -

17. WARRANTY - 9 -

18. EVALUATION CRITERIA - 11 -

19. ISSUANCE OF A PURCHASE ORDER - 14 -

20. EXECUTION OF AGREEMENT - 14 -

21. DIVERSITY - 15 -

22. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS
IN GOVERNMENT CONTRACTING – F.S. 287.05701 - 15 -

23. FLORIDA SALES TAX - 15 -

24. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS - 15 -

25. NOTICES AND SERVICES THEREOF - 16 -

27. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES - 16 -

28. PROTEST PROCEDURES - 16 -

FORMS

 PROPOSAL FORM - 18 -

 COST SCHEDULE - 19 -

 CERTIFICATE AS TO CORPORATION FORM - 20 -

 AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE
 WITH SPECIFICATIONS - 21 -

 QUALIFICATIONS — GENERAL - 22 -

 QUALIFICATIONS - SIMILAR COMMODITY SALES - 23 -

 DRUG-FREE WORKPLACE FORM - 24 -

 NO RESPONSE FORM - 25 -

ATTACHMENT A - PURCHASE ORDER – TERMS AND CONDITIONS - 26 -

ATTACHMENT B – TECHNICAL SPECIFICATIONS - 30 -

ATTACHMENT C – INSURANCE REQUIREMENTS - 31 -

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 purchase order terms and conditions (the “Agreement”) that is at the end of these instructions.

2. CONTRACT ADMINISTRATION

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

Breanna Pierce, Procurement Specialist Phone: 386-643-1168 Fax: 386-329-4546 Email: bpierce@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 SUBMIT PROPOSAL

Respondent must submit its Proposal in electronic format (no paper copies) either by:

(1) Uploading to Demandstar at www.demandstar.com OR to Central Bidding at www.centralbidding.com (NOT BOTH); or

(2) Delivering all files on a single pin/thumb/jump drive either by mail or hand-delivery in a sealed envelope labeled as follows:

SEALED BID – DO NOT OPEN Respondent’s Name: _____ Invitation for Bid: 39299 Opening Time: 2:00 p.m. Opening Date: December 5 , 2023 <p style="text-align: center;">Breanna Pierce, Procurement Specialist St. Johns River Water Management District Office of Financial Services 4049 Reid Street Palatka FL 32177</p>
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DO NOT SUBMIT YOUR BID BY EMAIL OR MORE THAN ONCE – THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

4. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

Respondent must submit its Proposal in “digital format.” Instructions for submitting are provided below.

1. Forms included in this document: Respondents must submit the fully completed documents in PDF format.
2. Respondent is responsible for providing evaluative documentation that it possesses the background and qualifications necessary to perform the work identified in the Statement of work. Respondents shall provide the following information in their Proposal organized under the subfolders identified below (responses to the forms can be submitted on reproduced copies):

Tab I — Required Administrative Forms

- a. Certificate as to Corporation Form
- b. Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- c. Qualifications Form — General
- d. Qualifications Form — Similar Commodity Sales
- e. Drug Free Workplace Form – required only in the event of a tie.

Tab II — Preferred Qualifications and Characteristics for the TP/TKN System

Section 1: Preferred Specifications – General

Demonstrate to what extent the proposed TP/TKN System complies with the preferred general specifications.

(Respondent-provided evaluative documentation)

Section 2: Preferred Specifications – Detector

Demonstrate to what extent the proposed TP/TKN System complies with the preferred detector specifications.

(Respondent-provided evaluative documentation)

Section 3: Preferred Specifications – Sampler

Demonstrate to what extent the proposed TP/TKN System complies with the preferred sampler specifications.

(Respondent-provided evaluative documentation)

Section 4: Preferred Specifications – Warranty and Service Contract

Demonstrate to what extent the proposed TP/TKN System complies with the preferred warranty and service contract specifications.

(Respondent-provided evaluative documentation)

Section 5: Preferred Specifications – Software

Demonstrate to what extent the proposed TP/TKN System complies with the preferred data collection software specifications.

(Respondent-provided evaluative documentation)

Section 6: Preferred Specifications – Manifold

Demonstrate to what extent the proposed TP/TKN System complies with the preferred manifold specifications.

(Respondent-provided evaluative documentation)

Section 7: Preferred Specifications – Tangibles

Demonstrate to what extent the proposed TP/TKN System complies with the preferred tangible specifications.

(Respondent-provided evaluative documentation)

Section 8: Preferred Specifications – Method Compliance

Demonstrate to what extent the proposed TP/TKN System complies with the preferred method compliance specifications.

(Respondent-provided evaluative documentation)

Section 9: Preferred Specifications – Guaranteed Instrument Performance Specifications

Provide a list of the guaranteed instrument performance specifications and describing how the TP/TKN System will meet the guaranteed specifications relative to Attachment B — Technical Specifications

(Respondent-provided evaluative documentation)

Section 10: Preferred Specifications – Durability and Maintenance of Equipment

Demonstrate to what extent the proposed TP/TKN System complies with the durability and maintenance of equipment specifications.

(Respondent-provided evaluative documentation)

Section 11: Lowest overall bid including six (6) years of service-preventative maintenance/contract for Years 2 - 7

- a. Proposal Form
- b. Cost Schedule

(District-provided forms)

Tab III: Additional Information:

Standard brochures and specifications may be submitted as additional material but shall not be submitted as the primary qualification data (Information included under this tab will not receive a score).

- 3. All blank spaces on the proposal documents must be typewritten or legibly printed in ink. In the event you decline to submit a proposal, 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 proposal.
- 4. The file naming conventions for the proposal must clearly identify specific information, such as the solicitation number and the respondent’s name (Example: RFP 12345, ABC Company)
- 5. **Please do not password protect files included with your Submittal.** The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Request for Proposals package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal.

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

5. OPENING OF PROPOSALS

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

2:00 p.m. **December 5, 2023**
St. Johns River Water Management District
4049 Reid St, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals 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 Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

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

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Associate Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District’s procedures and assist Respondents in referring to any applicable provision in the Request for Proposal documents, but the Respondent is ultimately responsible for submitting the Proposal 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 Proposals in order to be considered. Requests may be submitted by email at bpierce@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, My Florida Market Place and Central Bidding to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

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

7. BUDGET

The estimated budget for the Work is \$60,000. This amount is an estimate only and does not limit the District in awarding the Purchase Order. 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 Purchase Order. The District also reserves the right to reject any and all Proposals over this estimated budget amount. In addition, if all Proposals 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 and Similar Commodity Sales) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Proposal may be considered non-responsive.

- a. Respondent (or a combination of the firm, individual or project manager assigned to this sale) must have completed at least two sales of a similar commodity (Flow Analyzer System) in the past three years.

(District form; Include under Tab I, Section 1.A)

- b. The Respondent’s TP/TKN System must meet all of the minimum qualifications listed in Attachment A — Technical Specifications. Respondents are required to include copies of independent laboratory tests, peer reviews, agency certifications, and other independently produced documentation or Respondent-produced documentation with their Proposal to demonstrate compliance with the Technical Specifications.

(Respondent-provided documentation; label and include under Tab I, Section 1.B)

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 Proposal 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 Purchase Order and provide the commodities and related services in a manner acceptable to the District within the time period specified.

9. PROPOSAL GUARANTY

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

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors and must list all known subcontractors who will perform said portions, on the attached “Proposed Subcontractors” form. Subcontractors must be approved by the District. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual Respondent submitting a Proposal must sign his/her name therein and state his/her address. If a partnership submits the Proposal, state the name and address of each partner of the partnership. If an entity submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the entity with the signer’s own name and affixing an entity 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 Proposal or in substantial performance of the Work have been identified in the Proposal forms. Respondent must submit evidence of registration (or the basis of exemption from registration) with E-Verify.

12. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted;
- b. Submission of more than one Proposal 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 Proposal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Evidence that any person or entity identified in the Proposal is found on the State's Convicted, Suspended or Discriminatory Vendor lists.
- j. Respondent fails to submit evidence of registration (or basis for exemption from registration) with E-Verify.
- k. 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 PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Proposal 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 Proposal.

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

14. WITHDRAWAL OF PROPOSAL

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

15. EVALUATION AND AWARD PROCEDURES

- a. For purposes of this solicitation, the Agreement shall consist of the resulting Purchase Order to be issued by the District, which shall incorporate all of the following documents: (1) advertisement for proposals; (2) Instructions for Respondents; (3) addenda, certifications, and affidavits; (4) bid, proposal, or qualification submittals; (6) District Purchase Order Terms and Conditions (Attachment A); and (7) any exhibits, attachments, or addenda to the Purchase Order.
- b. Proposals will be evaluated by an evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee members will meet at District headquarters

or other location as appropriate to discuss the Proposals and their individual evaluations. Each Committee member completes a paper or digital evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation Committee meeting. If it is determined that it will assist the Committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.

- c. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Proposals or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- d. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting 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 Proposals.
- e. The Committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this Request for Proposal package.
- f. Following the evaluation process, the Committee will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Purchase Order has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation Committee's final ranking of Proposals.
- g. If two or more Proposals are equal in all respects, the Purchase Order 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.
- h. All Respondents will be notified of the District's intent to award or decision to award the Purchase Order. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. NON-CONFORMANCE WITH SPECIFICATIONS

The District may return and reject any equipment, material and/or services delivered to the District that does not conform to Attachment B — Technical Specifications.

17. WARRANTY

Respondent warrants that any Commodities furnished 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 12 months after delivery of the Commodities, unless otherwise specified herein. Any defective workmanship or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein.

In the event of breach of this warranty, Respondent shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. Respondent is responsible for all costs incidental to the repair, replacement, redesign, and testing of the Commodities. Respondent shall be afforded necessary and reasonable access to perform warranty work. If Respondent, upon notification of breach of warranty, does not promptly take steps to correct the breach, the District may correct the breach without waiving any other rights or remedies it may have, at law or otherwise, and Respondent shall reimburse the District for all expenses reasonably incurred in performance of such corrective action.

The express warranty set forth in this article 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.

18. EVALUATION CRITERIA

Respondents shall include information and documentation regarding the technical capabilities of instrumentation and will be evaluated using, the evaluation criteria set forth below. The evaluation rating scale is as follows:

More than adequate 8 – 10 Less than adequate 1 – 4
 Adequate 5 – 7 Not covered in submittal 0

CRITERIA FOR THE TP/TKN SYSTEM PREFERRED QUALIFICATIONS AND CHARACTERISTICS		WEIGHT	SCORE	TOTAL
I. Preferred Qualifications and Characteristics for the TP/TKN System				
1	Preferred Specifications – General (a) The system shall utilize Segmented Flow Analysis for all chemistries2% (b) The system shall be capable of unattended start-up and shutdown. As part of the startup and shutdown sequence, reagents must be able to be placed online and taken offline in any desired sequence without the presence of an operator. The system must be able to wash the analytical manifolds before startup and after shutdown in the same unattended manner. The pump platen must have software-controlled automatic engagement and disengagement.6% (c) The system shall monitor the status of the run and alert the operator if conditions or parameters are out of spec.1% (d) System circuit boards and electronics shall be mounted in such a way as to minimize damage from spills or leaks.1% Subtotal10%	10%		
2	Preferred Specifications – Detectors (a) The detection system for each channel, including the flow cell, shall be individually enclosed and thermostatically controlled.2% (b) The system shall not require debubbling prior to the flow cell. The bubble must be allowed to pass through the flow cell at which time the software will use an algorithm to remove the bubble.....3% (c) Each detector shall have its own light source and is not one light source split between all channels and the reference.....2% (d) Each detection system shall be dual beam. Both sample and reference beam must be from the same single channel specific LED light source and reach the detector at the same time.1% (e) The light source shall be automatically controlled by the software for intensity.....1% (f) The detector shall have automatic reduced lamp energy option after a run to prolong lamp life.....1% (g) Subtotal10%	10%		

3	<p>Preferred Specifications – Sampler</p> <p>(a) The sampler shall have the capacity to hold at least 120 samples.....1%</p> <p>(b) The sampler shall have a separate rack for calibration and quality control standards1%</p> <p>(c) The sampler shall have the ability to sample calibration and quality control standards from the same cup as often as required1%</p> <p>(d) The sampler shall have the ability to access any cup at any time1%</p> <p>(e) The sampler shall have programmable speed.1%</p> <p>Subtotal5%</p>	5%		
4	<p>Preferred Specifications – Warranty and Service Contract</p> <p>(a) The system shall have a one-year manufactures warranty on parts and labor1%</p> <p>(b) Vendor must be able to provide instrument support via a service contract. All Vendor support shall be from Vendor and not a third party.1%</p> <p>(c) Vendor shall provide a service quote for years two – seven within this proposal3%</p> <p>(d) Vendor shall provide a discount for consumables for years 1 through 72%</p> <p>(e) Vendor shall provide for the installation of equipment at the lowest cost to the District. Installation shall include four days of onsite setup and training (TP/TKN is a critical environmental test for SJRWMD and requires a digestion. This means that extra time is needed to determine if the instrument meets our implementation criteria).....2%</p> <p>(f) Vendor shall ship equipment and all needed supplies for installation at the lowest cost to the District.....1%</p> <p>Subtotal10%</p>	10%		

	<p>Preferred Specifications – Software</p> <p>(a) The system shall maximize the ability and experience of lab staff to integrate sample prep, sample table output, data output via parser and review routines with existing data upload software and LIMS.....2%</p> <p>(b) The system shall have the ability to monitor and record manifold temperatures for each run such that they can be retrieved later for audit purposes.....2%</p> <p>(c) The instrument conditions shall be logged and retrievable later for audit purposes.....2%</p> <p>(d) The baseline and sensitivity settings shall be controlled automatically from the PC.....1%</p> <p>(e) The software shall include the option of baseline drift correction with the addition of baseline correction points throughout the run assuming linear drift between two baseline correction points and apply a correction to each peak.10%</p> <p>(f) The system shall have fully integrated leak detection and emergency stop system2%</p> <p>(g) The system shall have the ability to reduce pump wear by slowing peristaltic pump or releasing pressure on pump tubes2%</p> <p>(h) The system shall be able to import sequence files using Microsoft© Excel, text or CSV (comma-separated value) files.....2%</p> <p>(i) The system shall be able to export results to the District’s Laboratory Information Management System using Microsoft© Excel, text or CSV (comma-separated value) file2%</p> <p>Subtotal25%</p>	25%		
6	<p>Preferred Specifications – Manifold</p> <p>(a) The system manifold shall use mixing coils made of glass.....1%</p> <p>(b) The system manifold shall have solid-state heating technology with temperature control via software with accuracy better than +/- 0.1°C2%</p> <p>(c) The system shall use 2mm bore glass manifold components.....1%</p> <p>(d) All fluidic pathways of manifolds must be easily viewable for monitoring and troubleshooting purposes.....1%</p> <p>Subtotal5%</p>	5%		
7	<p>Preferred Specifications--Tangibles</p> <p>(a) Interchangeability of spare parts and equipment with existing instrumentation.....2%</p> <p>(b) Ordering bulk supplies at reduced rates due to existing instrumentation.....2%</p> <p>(c) Is instrumentation currently being used by fellow labs such as SWFWMD, SFWMD and DEP. This is for assessing troubleshooting possibilities.....3%</p> <p>(d) Vendor providing a discount to customer2%</p> <p>(e) Instrument must be set up as a modular system for easy replacement of parts and troubleshooting.....1%</p> <p>(f) Instrumentation must use gas diffusion module for TKN analysis .10%</p> <p>Subtotal20%</p>	20%		

8	Preferred Specifications – Method Compliance (a) Comply with methodology for US EPA Method 365.4 for TP and 351.2 for TKN1% (b) Include an SOP that references and is compliant with the US EPA Methods listed in (8a)2% (c) Be capable of providing an SOP for TP analysis by persulfate on the instrument quoted1% (d) Vendor must provide documentation and/or SOP supporting abilities of instrument to analyze TP/TKN using Copper Catalyst as opposed to Mercury Catalyst1% Subtotal5%	5%		
9	Preferred Specifications – Guaranteed Instrument Performance Specifications Provide a list of the guaranteed instrument performance specifications and describe how the TP/TKN System will meet the guaranteed specifications relative to Attachment B — Technical Specifications..... 1%	1%		
10	Preferred Specifications – Durability and Maintenance of Equipment Upfront support, maintenance agreements and extended warranty, options that reduce the cost of support services should be listed as an option..... 1%	1%		
11	Lowest overall bid including six (6) years of service-preventative maintenance/contract for Years 2 through 7.	8%		
TOTAL		100%		

19. ISSUANCE OF A PURCHASE ORDER

Submittal of a Proposal binds the Successful Respondent to provide the commodities that are the subject of this solicitation upon acceptance of the Proposal and acknowledgement of the Purchase Order.

Unless all Proposals are rejected, a Purchase Order (“Purchase Order”) will be provided to the Successful Respondent, who must acknowledge the Purchase Order to the District in writing within ten days of the date of receipt. The District will not issue the Purchase Order until the Successful Respondent provides the following:

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

The Purchase Order will not be binding until executed by the District. The District reserves the right to cancel award of the Purchase Order without liability at any time before the Purchase Order has been delivered to the Successful Respondent.

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

20. EXECUTION OF AGREEMENT

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

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

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

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

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

21. DIVERSITY

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

22. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL

INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701: Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

23. FLORIDA SALES TAX

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

24. 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 Contractor 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.

25. 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 DemandStar at *DemandStar.com*, Vendor Registry at *vendorregistry.com*, the state of Florida My Florida Market Place at *myfloridamarketplace.com* and Central Bidding at *centralbidding.com*. DemandStar, Vendor Registry, My Florida Market Place and Central Bidding may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on DemandStar, Vendor Registry, My Florida Market Place and Central Bidding.

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

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

26. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide the Commodities and services to other State of Florida governmental entities pursuant to the terms and conditions of the Purchase Order. 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 Purchase Order 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.

27. 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 its posting.

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

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

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka,

Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

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

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

PROPOSAL FORM

Include this form in the response under *Tab 1*

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this proposal 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 proposal or in the Agreement to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that this proposal 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 proposal 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 proposal is accepted and the project is selected, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

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

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

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title

COST SCHEDULE

This form to be included in Proposal submittal under Tab 2

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

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Proposals for the Purchase of One (1) Total Phosphorus (TP)/Total Kjeldahl Nitrogen (TKN) Continuous Flow Analyzer, 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).

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

1. Total Proposed Amount for One (1) TP/TKN System	\$ _____
(Provide a cost breakdown for the TP/TKN System, indicating the costs included for accessories and components that comprise the system.)	
2. On-site Installation and Training (District Headquarters, Palatka) – Four days.....	\$ _____
3. Annual Service and Maintenance of TP/TKN Systems after first-year warranty:	
a. Year 2	\$ _____
b. Year 3	\$ _____
c. Year 4	\$ _____
d. Year 5	\$ _____
e. Year 6	\$ _____
f. Year 7	\$ _____
Total for Annual Service/Maintenance of TP/TKN System (3a + 3f)	\$ _____
4. Total Proposed Amount.....	\$ _____
Estimated delivery date after receipt of purchase order: _____	
5. Cost to provide expedited delivery to reduce above delivery time by 50%.....	\$ _____

Item 5 — Cost to provide expedited delivery above will not be included in the cost-effectiveness scores. It will be discussed and considered during negotiations with the top-ranked respondent.

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

Respondent (firm name)

Date

Address

E-mail address

Signature

Telephone number

Typed name and title

CERTIFICATE AS TO CORPORATION FORM

Include this form in the response (under Tab I)

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Proposal 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 proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

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

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

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

Include this form in the response (under Tab I)

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 proposal.
2. The attached proposal is genuine. It is not a collusive or sham proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.
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 proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing 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 proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal 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 proposal 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 proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

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

Notary Public, State of _____ at Large

My commission expires: _____ (SEAL)

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

QUALIFICATIONS — GENERAL

Include this form in the response (under Tab I)

As part of the Proposal, 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 commodity sales 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 Proposal 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 Proposal. 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 COMMODITY SALES

Include this form in the response (under Tab I)

Respondent (or a combination of the firm, individual or project manager assigned to this sale) must have completed at least two sales of a similar Commodity, as described in the Instructions to Respondents, in the past three years. (Add additional sheet for optional additional completed Commodity sales.)

Completed Commodity Sale 1:

Client: _____

Current client contact person: _____

Telephone: _____ Fax: _____ E-mail: _____

Primary address of client: _____

Description of Project: _____

Commodity value): _____

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

Name(s) of key or assigned personnel:

Completed Commodity Sale 2:

Client: _____

Current client contact person: _____

Telephone: _____ Fax: _____ E-mail: _____

Primary address of client: _____

Description of Project: _____

Commodity value): _____

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

Name(s) of key or assigned personnel:

DRUG-FREE WORKPLACE FORM

Include this form in the response (*under Tab I*)

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

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

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

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSAL 39299
PURCHASE OF ONE (1) TOTAL PHOSPHORUS (TP)/TOTAL KJELDAHL NITROGEN (TKN)
CONTINUOUS FLOW ANALYZER

Your reasons for not responding to this Request for Proposal are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the procurement staff named in this solicitation no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

ATTACHMENT A - DISTRICT PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions of this Purchase Order (“Order”) apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of the Order supersede the printed terms and conditions below.

COMMODITY PURCHASES: TERMS AND CONDITIONS

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

12. In accordance with chapter 442, Fla. Stat., Seller will advise District if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
14. Pursuant to chapter 760, Fla. Stat., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
15. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, Fla. Stat., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to §216.347, Fla. Stat., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District (the "District") and Contractor under the terms and conditions contained herein when accepted by Contractor, either by signed acknowledgment or by the commencing performance of the services provided for herein (the "Work"). Contractor shall timely and fully perform the Work as set forth in the specifications or Statement of Work, and shall not be sublet or assign the Work, in whole or in part, without District's prior written consent. This Order constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.
2. **Audit.** Contractor shall allow District until the expiration of five years after expenditure of funds under this Order to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Contractor must fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor must seek clarification and resolution thereof by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District no later than 15 days after the precipitating event. If not resolved by the District's Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days. This determination shall constitute final District action, which shall then be subject to judicial review. Contractor must complete the Work in accordance with said determination, which does not waive Contractor's position regarding the matter in dispute.

5. **Funding contingency.** This Order 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. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Order shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge District, its officers and employees, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from Contractor's performance of the Work, including Contractor's partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are District agents or employees. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compensating Contractor's employees, including benefits, and for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold District harmless from any failure to comply with such laws.
8. **Insurance.** Contractor warrants that it has workers' compensation insurance *in not less than the minimum requirements of Florida law*. If an exemption from workers' compensation coverage is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to District. Contractor shall secure and maintain such liability insurance as may be required by District to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.
9. **Interest in Contractor's Business; Non-Lobbying.** Contractor certifies that no District officer, agent, or employee has or will have any direct or indirect material interest, as defined in chapter 112, Fla. Stat., in Contractor's business under this Order. Any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency. (§216.347, Fla. Stat.)
10. **Ownership.** All deliverables, including Work not accepted by District, are District property when Contractor has received compensation therefor. All ownership rights belong to District, including the right to copyright, trademark, and patent the Work. Work subject to copyright is a "work made for hire" as defined by United States copyright laws. All documents, including draft final reports, original drawings, estimates, programs, manuals, specifications and field notes developed, secured or used in performing the Work are District property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to District for prior review and comment. Contractor certifies that the Work does not and will not infringe on any patent rights.
11. **Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide District a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against District arising from the Work. District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment when necessary to protect District from loss as a result of defective Work not remedied or any other material breach hereof.
12. **Permits and licenses.** 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.
13. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

14. **Public records.** District reserves the right to unilaterally terminate this Order for Contractor's refusal to allow public access to all documents subject to chapter 119, Fla. Stat., that are made or received by the Contractor in performance of the Work.
15. **Termination.** District may terminate this Order, or any part thereof, without cause, upon ten days written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Order to the effective date of termination. Alternatively, District may terminate this Order for cause on ten days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, District may take possession of and finish the Work by whatever method(s) District deems expedient.
16. **Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Order is subject to the laws of Florida. In the event of any legal proceedings related to this Order, venue shall be in Duval County if the Work is performed in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties; or in Orange County if the Work is performed in Brevard, Flagler, Indian River Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties. If the Work is performed in multiple counties such that venue may lie in Duval and Orange counties, venue shall lie in Duval County. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.

ATTACHMENT B — TECHNICAL SPECIFICATIONS

I. Required Qualifications and Characteristics for the TP/TKN System

The Respondent's TP/TKN System must meet all the minimum qualifications listed below. Respondents are required to include copies of independent laboratory tests, peer reviews, agency certifications, and other independently produced documentation or Respondent-produced documentation with their Proposal to demonstrate compliance with the Technical Specifications.

The Total Phosphorus/Total Kjeldahl Nitrogen Analyzer System must include:

A. General Requirements:

1. New components and be a model currently in production – refurbished, remanufactured, or demonstrator equipment is not acceptable.
2. The capability to assist analyst during startup and shutdown and optimization with automation, due to the District's heavy sample load.
3. A working MDL (Method Detection Limit) as determined by an MDL study, equal to or less than our current working MDL for TP of 0.01 mg/L and TKN of 0.05 mg/L.
4. A working PQL (Practical Quantitation Limit) equal to or less than our current working PQL for TP of 0.04 mg/L and TKN of 0.15 mg/L.
5. A working range must be equal to or greater than our current working range for TP of 0.04-5mg/L and TKN of 0.15-10mg/L.
6. A passing data set for all necessary implementation QC Criteria after installation and set-up.
7. Documentation and/or SOP supporting abilities of instrument to analyze TP/TKN using Copper catalyst as opposed to Mercury catalyst.
8. Delivery of all necessary supplies and accessories required for the installation, start-up, and testing.
9. Installation and user familiarization training with all software and components of the analyzer (four eight-hour days).
10. A one-year warranty for labor, hardware, and software.

B. A sampling device

C. A peristaltic pump

D. A reaction cartridge or manifold

E. A colorimeter or detector

F. Data acquisition software

G. Data System:

1. Include software for data acquisition, processing, and reporting.
2. Be able to import sequence files using Microsoft© Excel, text or CSV (comma-separated value) files.
3. Be able to export results to the District's Laboratory Information Management System (Oracle or SQL based) using Microsoft© Excel, text or CSV (comma-separated value) files.

II. Preferred Qualifications and Characteristics for the TP/TKN System are listed on pages 11-14.

ATTACHMENT C — 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 name the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. 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 \$500,000 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 per Florida law.