

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FABRICATE/MANUFACTURE NEW WALKWAY PLATFORMS
INVITATION FOR BID 37379**

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., November 18, 2021. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Procurement Specialist, at 321-409-2156 or *ALucey@sjrwm.com*. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway, SE, Palm Bay Florida 32909.

The Vendor will fabricate/manufacture three (3) 20-foot long, one (1) 30-foot long, one (1) 38-foot long and one (1) 40-foot long access walkways constructed in accordance with the attached drawings and specifications. In addition, four (4) 30-foot and one (1) 40-foot H-piles (as specified on the drawings) shall be delivered with the walkways. The drawings show a completed walkway, this Scope only requests the fabrication of the walkways. The number of H-piles requested does not match the drawings as the District has several H-piles already on-hand to complete the installation.

The completed walkways and H-piles shall be delivered to the District’s Apopka Field Office located at: 25633 County Road 448A, Mount Dora, FL 32757

The estimated budget for the project is \$95,000.00.

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

INSTRUCTIONS TO RESPONDENTS	- 3 -
1. DEFINITIONS	- 3 -
2. CONTRACT ADMINISTRATION	- 3 -
3. WHERE TO DELIVER BID	- 3 -
4. OPENING OF BIDS	- 3 -
5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS	- 4 -
6. INQUIRIES AND ADDENDA	- 5 -
7. BUDGET	- 5 -
8. MINIMUM QUALIFICATIONS	- 5 -
9. BID GUARANTY	- 6 -
10. SUBCONTRACTS	- 6 -
11. SIGNATURE AND CERTIFICATION REQUIREMENTS	- 6 -
12. DISQUALIFICATION OF RESPONDENTS	- 6 -
13. REJECTION OF BID	- 7 -
14. WITHDRAWAL OF BIDS	- 7 -
15. AWARDING THE AGREEMENT	- 7 -
16. EXECUTION OF AGREEMENT	- 8 -
17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA	- 8 -
18. DIVERSITY	- 8 -
19. FLORIDA SALES TAX	- 9 -
20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS	- 9 -
21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES	- 9 -
22. NOTICES AND SERVICES THEREOF	- 9 -
23. PROTEST PROCEDURES	- 10 -
FORMS.....	- 11 -
BID FORM	- 11 -
PROPOSED SUBCONTRACTORS	- 14 -
CERTIFICATE AS TO CORPORATION	- 15 -
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL	
CONFORMANCE WITH SPECIFICATIONS	- 16 -
QUALIFICATIONS — GENERAL.....	- 17 -
QUALIFICATIONS — SIMILAR PROJECTS	- 18 -
QUALIFICATIONS — CLIENT REFERENCE	- 20 -
NO RESPONSE FORM.....	- 21 -
AGREEMENT	- 22 -
ATTACHMENT A — STATEMENT OF WORK	- 24 -
V. TIME FRAMES AND DELIVERABLES	- 25 -
VI. BUDGET/COST SCHEDULE	- 25 -
ATTACHMENT B — INSURANCE REQUIREMENTS.....	- 26 -
ATTACHMENT C — PURCHASE ORDER TERMS AND CONDITIONS.....	- 27 -

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

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

2. CONTRACT ADMINISTRATION

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

Amy Lucey, Procurement Specialist
 Phone: 321-409-2156
 Fax: 321-722-5357
 Email: ALucey@sjrwmd.com

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

3. WHERE TO DELIVER BID

The Bid must be submitted in a sealed envelope to:

Amy Lucey, Procurement Specialist
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway SE, Palm Bay, FL 32909

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

SEALED BID — DO NOT OPEN
 Respondent’s Name: _____
 Invitation for Bid: 37379
 Opening Time: 2:00 p.m.
 Opening Date: November 18, 2021

4. OPENING OF BIDS

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

2:00 p.m., November 18, 2021
 St. Johns River Water Management District
 Palm Bay Service Center
 525 Community College Parkway SE, Palm Bay, FL 32909

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a),

Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

Documents may now be downloaded online at www.demandstar.com.

Electronic bids will only be accepted when submitted through the DemandStar's bid portal. Emailed submissions will not be accepted.

Alternatively, one electronic copy (CD or USB flash drive) may be delivered to the District at the address above.

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

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

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:
 - g. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Bid – DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

7. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

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

If you need assistance or have any questions about the format, please call or email Amy Lucey at 321-409-2156 or ALucey@sjrwmd.com.

6. INQUIRIES AND ADDENDA

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

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by fax at 321-722-5357 or by email at ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

7. BUDGET

The estimated budget for the Work is \$95,000.00. The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

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

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one projects of a similar nature (metal fabrication as defined in the attached Statement of Work) within the three years immediately preceding the date for receipt of Bids.
- b. Respondent must have no less than one years of experience on projects of the nature specified above.

- c. Respondent must provide three client references. Up to two of the client references may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.

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 Work 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 Work. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

11. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

12. **DISQUALIFICATION OF RESPONDENTS**

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;

- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

13. REJECTION OF BID

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

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

14. WITHDRAWAL OF BIDS

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

15. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a

Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) 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 documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

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

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

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

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

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

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

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

18. DIVERSITY

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

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

20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

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

22. NOTICES AND SERVICES THEREOF

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

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

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

23. PROTEST PROCEDURES

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS
BID FORM

Include this form in the response

RESPONDENT:

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

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

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

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

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

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

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title _____
Fax number

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., November 18, 2021

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Fabricate/Manufacture New Walkway Platforms, 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 for items one through six. **RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS.**

BID SCHEDULE - FABRICATE ACCESS WALKWAYS				
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	20-FT WALKWAY (one 20'-0" span walkway)	3	EA	
2	30-FT WALKWAY (two 15'-0" span walkway)	1	EA	
3	38-FT WALKWAY (two 19'-0" span walkway)	1	EA	
4	40-FT WALKWAY (two 20'-0" span walkway)	1	EA	
5	30 FT H-PILES	4	EA	
6	40 FT H-PILES	1	EA	
TOTAL PROJECT COST				

Cost schedule continued on the next page.

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

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

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

PROPOSED SUBCONTRACTORS

Include this form in the response

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

Include this form in the response

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

Include this form in the response

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

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

Name of Respondent: _____

Respondent's tax identification No.: _____

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 metal fabrication as defined in the attached Statement of Work is 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

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one similar projects within the three years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. Each project shall have had a project value of at least \$\$0.00. (Add additional sheet for optional additional completed projects.)

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

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: _____ Email: _____

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 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

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

Include this form in the response

Respondent shall provide three client references, which may include the similar commodity sales listed above. No more than one reference shall be from the District. (For similar commodity sales listed above, simply state “Similar Commodity Sale 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: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 37379

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

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

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

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

Contractor responded to the District's IFB 37379 on November 18, 2021; and was awarded the contract.

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

1. The agreement shall be effective upon execution by both parties and shall expire on February 28, 2022.
2. The District will provide the specifications, receipt point location and details with each Purchase Order. The District's Purchase Order will identify the amount of product needed, along with identification of any special delivery, schedule, or other requirements. The District makes no guarantee as to the actual amount that will be purchased.
3. A District Purchase Order will be let for each purchase. Contractor guarantees the bid price of through the term of the Agreement. Actual payment may be made via District Purchasing Card following product delivery and acceptance. Contractor shall deliver the to the District as specified within the District Purchase Order unless otherwise agreed to by District staff.
4. Contractor shall maintain insurance during the entire term of this agreement as required in the Bid Documents and indemnify the District as provided in the District's Purchase Order terms and conditions.

Add the following language if there are Minimum Qualifications that must be maintained by the contractor in order to provide the commodity or service to the District.

5. Contractor must notify the District within ten days of any action or lapse that results in Contractor no longer meeting the minimum qualifications criteria in the solicitation.
6. The District may terminate this Agreement without cause upon 30 days' written notice. In such event Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the District may take possession of and finish the Work by whatever method(s) the District deems expedient.

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

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

Approved as to form and legality
Assistant General Counsel

Date: _____

field

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

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments

Attachment A — Statement of Work

Attachment B — Insurance Requirements

Attachment C – Purchase Order Terms & Conditions

ATTACHMENT A — STATEMENT OF WORK

Fabricate/Manufacture Aluminum Access Walkways

I. INTRODUCTION/BACKGROUND

The District has hundreds of walkway platforms throughout the 18-county jurisdictional area. These walkways are utilized by staff to access water quality sampling and monitoring stations and/or operate gated structures on various water bodies. Currently, these walkways are constructed using a wide variety of materials and dimensions. To provide a safer and more uniform appearance, the District has established a standard access walkway to replace deteriorating structures.

II. OBJECTIVE

The objective of this project is to fabricate/manufacture walkways that will be used to replace several walkways throughout the District. Installation of the walkways is not part of this request.

III. SCOPE OF WORK

The Vendor will fabricate/manufacture three (3) 20-foot long, one (1) 30-foot long, one (1) 38-foot long and one (1) 40-foot long access walkways constructed in accordance with the attached drawings and specifications. In addition, four (4) 30-foot and one (1) 40-foot H-piles (as specified on the drawings) shall be delivered with the walkways. The drawings show a completed walkway, this Scope only requests the fabrication of the walkways. The number of H-piles requested does not match the drawings as the District has several H-piles already on-hand to complete the installation.

The completed walkways and H-piles shall be delivered to the District's Apopka Field Office located at: 25633 County Road 448A, Mount Dora, FL 32757

IV. TASK IDENTIFICATION***Contractor's Responsibilities:***

1. Fabricate and manufacture access walkways in accordance with the attached drawings and specifications in the quantities noted in the Scope of Work. To be clear, the only steel members are the H-piles and beams (HP 8 x 36); all remaining walkway framing, grating and handrails are aluminum. The aluminum is mill finish; anodizing is not required.
2. The 30-foot, 38-foot and 40-foot walkway do not require assembly before or after delivery. For the 20-foot walkway, the same section (with gate) shown on the 40-foot walkway shall be used.
3. H-piles, handrails, swing gates and ancillary support beams (HP 8 x 36 x 4'6") shall be included, but not attached for delivery.
4. The walkway footer and/or concrete work is not included with this work
5. Deliver walkways and ancillary materials to the above address.

District's Responsibilities:

1. Oversee fabrication and delivery of walkways.
2. Verify receipt of all materials purchased for the project.
3. Unload walkways and H-piles at Apopka Field Station. 48 hours advance notice is required prior to delivery.

V. TIME FRAMES AND DELIVERABLES

All fabrication activities outlined above shall be completed by February 28, 2022.

VI. BUDGET/COST SCHEDULE

For satisfactory performance, the District agrees to compensate Contractor in accordance with the Contract terms. The contractor may provide a schedule of values from which to make monthly draws.

PAYMENT OF INVOICES

Contractor shall submit monthly itemized invoices based on submitted and approved schedule of values by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and Contractor shall provide additional supporting information to document invoices.

PROJECT MANAGER

Woody Boynton
 Bureau of Operations and Maintenance
 386-546-1833 (cell)
 386-312-2300 (office)
 wboynton@sjrwmd.com (email)

Attachments:

Walkway Plan CD – Separate Cover
 Cost Schedule Excel – Separate Cover

ATTACHMENT B — INSURANCE REQUIREMENTS

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

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

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) **project** aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

ATTACHMENT C — PURCHASE ORDER TERMS AND CONDITIONS

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (SJRWMD). Neither Seller nor SJRWMD may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code - Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by SJRWMD. SJRWMD 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 SJRWMD receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. SJRWMD 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 SJRWMD. Rejected goods will be returned to Seller at Seller's risk and expense. SJRWMD 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 SJRWMD.
8. In the event of a default or breach by the Seller, which results in a cost increase to SJRWMD, SJRWMD 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 SJRWMD to Seller remain the property of SJRWMD and will be returned to SJRWMD upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of SJRWMD.
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 SJRWMD, and hold and save SJRWMD 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. SJRWMD 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, F.S., Seller will advise SJRWMD 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, F.S., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
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.
16. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to section 216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District ("SJRWMD") 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 SJRWMD'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 SJRWMD 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, Florida Statutes (F.S.), Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
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 calendar 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 calendar 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 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. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Agreement shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge SJRWMD, 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 SJRWMD 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 SJRWMD 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 SJRWMD. Contractor shall secure and maintain such liability insurance as may be required by SJRWMD 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, F.S., 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. (Section 216.347, F.S.)
10. **Ownership.** All deliverables, including Work not accepted by SJRWMD, are SJRWMD property when Contractor has received compensation therefor. All ownership rights belong to SJRWMD, 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 SJRWMD property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to SJRWMD 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 SJRWMD a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against SJRWMD arising from the Work. SJRWMD may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment when necessary to protect SJRWMD 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.** SJRWMD reserves the right to unilaterally terminate this Order for Contractor's refusal to allow public access to all documents subject to Chapter 119, F.S., that are made or received by the Contractor in performance of the Work.
15. **Termination.** SJRWMD may terminate this Order, or any part thereof, without cause, upon 10 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, SJRWMD may terminate this Order for cause on 10 days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, SJRWMD may take possession of and finish the Work by whatever method(s) SJRWMD 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.

Last updated: 8-25-15