



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

## -QUOTATION REQUEST

March 7, 2024

To: Interested Firms  
Re: Quote Request, 39432 — Purchase of Riprap for S-250A, S-250B & S-250C

The objective of this work is for vendors to supply 1,000 tons of riprap to the District (material only). The District will provide the trucking.

**Respondent must submit its response either by (1) uploading to Demandstar or Central Bidding OR (2) delivered by email to [alucey@sjrwmd.com](mailto:alucey@sjrwmd.com). Instructions for submitting are provided below.**

Once quotes are received, staff will review each quote and will make a recommendation for award based on the lowest bidder that meets all the qualifications of this quote request.

If you are interested in this project, email your quote in PDF format or upload to [www.demandstar.com](http://www.demandstar.com) OR to [www.centralbidding.com](http://www.centralbidding.com) (NOT BOTH) after 8:00 a.m. and before 3:00 p.m. on April 11, 2024. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Amy Lucey at [alucey@sjrwmd.com](mailto:alucey@sjrwmd.com). Receipt will be acknowledged by 3:30 p.m. **Please reference quote number 39432 in subject line on any and all emailed correspondence.**

### Minimum Qualifications:

Respondents must meet the minimum qualifications below and all supporting documentation must be submitted with the response to this quotation request.

1. Proof of firm's ability to do business in the state of Florida.  
*(Respondent-provided documentation must be provided with quote response.)*
2. Respondent must have been in business providing the riprap specified for at least 3 years prior to the date set for the receipt of responses. Please use Exhibit 4 – Qualifications General Form
3. Responses must include respondent's Certificate as to Corporation Exhibit 3 and complete the general qualifications form. *Respondent must use the attached District forms. Completed forms must be included with Respondent's response.*

If you need assistance or have any questions about submitting your quote, please email or call Amy Lucey at [alucey@sjrwmd.com](mailto:alucey@sjrwmd.com) or 321-409-2156, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request 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.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

### 1. Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes 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 quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

### 2. Inquiries and Addenda

1. District staff are not authorized to orally interpret the meaning of the Quote Request package, 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 Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to [alucey@sjrwmd.com](mailto:alucey@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar and Central Bidding and to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes 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 quote, as submitted. All addenda become part of the Agreement.

### 3. Award Procedures

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 Quotes 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.

Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes 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 quotes.

The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.

If two or more quotes 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.

In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.

All Respondents will be notified of the District's intent to award or decision to award the Agreement. 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."

#### 4. Disqualification of Respondents

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

- a. Contacting a District employee or officer other than Breanna Pierce, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- b. Submission of more than one quote response 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 Quote;
- 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.

#### 5. Rejection of Quote

Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote 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 Quote.

The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

## 6. Public Entity Crimes/Discriminatory Contractors

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory Contractor lists following a conviction for a public entity crime or placement on the discriminatory Contractor 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, contractor, 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 Contractor lists.

## 7. 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 [www.demandstar.com](http://www.demandstar.com), Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com), [the state of Florida's MyFloridaMarketPlace at www.myfloridamarketplace.com](http://www.myfloridamarketplace.com) and Central Bidding at [www.centralbidding.com](http://www.centralbidding.com).

Onvia DemandStar, Central Bidding, MyFloridaMarketPlace and Vendor Registry may also be accessed through the District's web site at [sjrwm.com](http://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 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.

## 8. Protest Procedures

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, 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](http://sjrwmd.com). These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

## **RESPONSES**

The District invites interested parties that meet the minimum qualifications contained herein to submit quotes regarding their products and related offerings.

- Exhibit 1 – Statement of Work
- Exhibit 2 – Cost Schedule
- Exhibit 3 – Certificate as to Corporation
- Exhibit 4 – Qualifications General
- Exhibit 3 – Purchase Order Terms and Conditions

**EXHIBIT 1 — STATEMENT OF WORK**  
**Riprap Purchase**  
**S-250A, S-250B, S-250C**

**I. INTRODUCTION**

The St. Johns River Water Management District (District) is the local sponsor for several federal and District flood control levee systems within the St. Johns River watershed. Several of the water control structures in the Upper St. Johns River Basin Project have Fabriform revetment systems, which are no longer preferred methods for slope protection on federal levees. Three of these structures are S-250A, S-250B and S-250C, which lie on the L-74 West levee segment in Brevard and Indian River Counties.

**II. OBJECTIVE**

The objective of this work is for vendors to provide 1,000 tons of riprap to the District. The District will provide the trucking.

**III. SCOPE OF WORK**

Contractor shall provide riprap (material only) and the labor and equipment to load 1,000 tons of riprap rubble onto District vehicles (20± ton dump trucks). The material shall generally meet Florida Department of Transportation Specifications for Rubble for Bank and Shore Protection but does not need to be FDOT certified. The District reserves the right to inspect the material to ensure the quantity and quality meets the District's minimum requirements prior to award.

**IV. TASK IDENTIFICATION**

**Contractor Responsibilities**

- Provide riprap that generally meets the following gradation:

Stone Weight (lbs.)	% Finer
290	100
60	45-65
30	10-30
5	0-15
- With the exception of the above specifications, FDOT Section 530-2.1.3 shall apply.
- Provide labor and equipment to load into District provided vehicles.
- Provide certified scale (weight) ticket to District representative at time of loading to verify shipment weight and quantity. If a certified scale is not readily available, the vendor and District may agree upon the weight being trucked prior to commencing hauling of the material.

**District Responsibilities**

- Provide the 20± ton dump trucks and drivers to transport the riprap to the project site.

**V. TIME FRAME AND DELIVERABLES**

All material shall be scheduled for pickup within the terms of the Contract/Purchase Order. Certified (weight) scale tickets shall be provided to District's representative with each loaded truck. The Contract/Purchase Order is expected to expire September 30, 2024; however, the majority of the material is expected to be picked up between May 1, 2024, and June 30, 2024.

**PROJECT MANAGER**

Gary Scarbrough  
Bureau of Operations and Maintenance  
321-863-1324 (cell)  
gscarbrough@sjrwmd.com (email)

**EXHIBIT 2 — COST SCHEDULE**

**DUE BY: NO LATER THAN 3:00 PM, FRIDAY, April 11, 2024**

**PURCHASE OF RIPRAP FOR S-250A, NS-250B & S250C**

RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

Respondent Name: \_\_\_\_\_

Quarry Location: \_\_\_\_\_

<b>BID SCHEDULE - SUPPLY RIPRAP</b>					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Material Cost</b>
1	Rip Rap (material only -no trucking)	1,000	TN	\$	\$

Recommendation of Award will be based on the lowest responsible and responsive respondent that meets all qualifications of this solicitation and based on the Total Cost. A Respondent’s Total Cost is calculated as follows:

$$\text{Total Cost} = \text{Total Material Cost} + \text{District Delivery Cost}$$

The District Delivery Cost is the District’s average 20-ton capacity dump truck trip-cost of \$6.00/mile multiplied by the distance (one-way as measured by Google Maps) between the Respondent’s quarry and the stockpile location: north of Fellsmere Grade parking lot (latitude: 27.823851°, longitude: -80.707234°) multiplied by the estimated number of trips (50). For example, if the distance from quarry to stockpile is 10 miles, the District’s Delivery Cost would be as follows: \$6.00 X 10 X 50 = \$3,000.

Respondent must provide the quarry location in its Cost Schedule. District procurement staff will calculate (1) the District Delivery Cost Incurred; and (2) Total Cost utilizing the methodology described above.

I HEREBY ACKNOWLEDGE, as an Authorized Representative for the Respondent, that I have fully read and understand all terms and conditions as set forth in this quotation, and upon award of such quotation, shall fully comply with such terms and conditions.

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

Addendum No.	Date	Addendum No.	Date
1 _____	_____	_____	_____
2 _____	_____	_____	_____

\_\_\_\_\_  
**RESPONDENT (FIRM NAME)**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TYPED NAME & TITLE**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**EMAIL ADDRESS**

**EXHIBIT 3 - 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 Quote Request 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: \_\_\_\_\_

The full names and business or residence addresses of persons or firms interested in the foregoing quote 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.



**EXHIBIT 4 – QUALIFICATIONS — GENERAL**  
**(This form to be included with quote submittal)**

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

Name of Respondent:

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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 side gate automation as described in quote request minimum qualifications: \_\_\_\_\_

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

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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.

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## EXHIBIT 5 – 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 this 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 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.
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.