

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 On the internet at www.sjrwmd.com.

May 5, 2021

Interested Firms

Re: Quote Request 36803 Mobile Radio Package/Portable Accessories

Dear Contractor,

The District is requesting quotes for the above referenced project from qualified firms who have experience in providing these commodities. This letter is forwarded to you as an invitation to provide a quote based on the Statement of Work (SOW) attached as Exhibit 1.

If you are interested in provided prices, fax or email (preferred) your quote in PDF format using the Cost Schedule provided (Exhibit 2) **before 5:00 p.m. by Tuesday May 18, 2021**. All quotes must either be submitted as an attachment to an email addressed to Debi Edwards, Procurement Specialist, at <u>dkedwards@sjrwmd.com</u> or faxed to (386) 329-4546.

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. (<u>documentation must be provided</u> <u>with quote response</u>)

Award of this quote shall be based on the lowest total cost and meets all requirements of this quote request. The District anticipates issuing a Purchase Order for these services. Refer to Exhibit 5 to review the District's standard Purchase Order terms and conditions.

If you have any further questions, Debi Edwards, Procurement Specialist may be reached at (386) 329-4866 or at <u>dkedwards@sjrwmd.com</u>. Thank you for your consideration of this request.

Attachments:

Exhibit 1 – Statement of Work Exhibit 2 – Cost schedule Exhibit 3 – Qualification Doc Exhibit 4 – Purchase Order T&C

> Douglas Burnett, CHAIRMAN ST. AUGUSTINE Susan Dolan SANFORD

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EXHIBIT 1- Statement of Work

Mobile Radio Package and Portable Accessories

I. Introduction

This SOW is for the procurement of thirty (30) BK Technologies KNG M-150 VHF mobile radios as well as assorted radio accessories for fire operations conducted or supported by the St Johns River Water Management District (the District). Installation will be conducted by District contractor. Shipping to Palatka, FL is to be included in the Bid

II. Objectives

The objective of this SOW is to modernize and consolidate our radio equipment to a single manufacturer in our fleet of work trucks, utility vehicles, water tenders and heavy equipment. In addition, provide accessory options for our existing portable radios.

III. Scope of Services

The District is asking for a bid on the following items using BK Technologies part numbers. Non-BK Technologies accessories may be submitted for District approval; items must be noted in the bid as a non-BK Technologies item.

IV. Time Frame

All items must be in District possession by June 30, 2021

V. Project Management

Chris Kinslow, Land Manager 386-643-1939 ckinslow@sjrwmd.com

EXHIBIT 2 -COST SCHEDULE (CONT)

I hereby acknowledge, as 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.

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

EXHIBIT 3 – QUALIFICATIONS DOCUMENTATION FORMS (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:		
-		

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 work described in quote request of 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.

EXHIBIT 4

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.

COMMIDITY PURCHASE: 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.0.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.0.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 bwest 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.
- 12. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the aws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
- 13. Pursuant to chapter 760, F.S, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 inexcess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list,
- 15. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to 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.