

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
HERBICIDES AND RELATED ADJUVANTS FOR THE INVASIVE PLANT PROGRAM
INVITATION FOR BID 33120**

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., June 5, 2018. Further information is available through Onvia 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 Onvia DemandStar, Vendor Registry, or the District by calling or emailing Sherrie Ashby, Associate Procurement Specialist, at 386-643-1950 or sashby@sjrwm.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The purpose of this solicitation is to solicit competitive pricing from responsive and responsible bidders to supply and deliver (F.O.B. Destination) herbicides and related adjuvants to 4049 Reid St., Palatka, FL 32177-2571 and or 529 Community College Pkwy. SE, Palm Bay, FL 32909-2213. The estimated budget for the purchase period beginning July 10, 2018 through July 9, 2019 is \$1,527,000.

Special accommodations for disabilities may be requested through Sherrie Ashby, Associate Procurement Specialist, at 386-643-1950 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

Table of Contents

INSTRUCTIONS TO RESPONDENTS	- 3 -
1. DEFINITIONS	- 3 -
2. CONTRACT ADMINISTRATION	- 3 -
3. WHERE TO 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. SIGNATURE AND CERTIFICATION REQUIREMENTS	- 6 -
10. DISQUALIFICATION OF RESPONDENTS	- 6 -
11. REJECTION OF BID	- 6 -
12. WITHDRAWAL OF BIDS	- 7 -
13. AWARDING THE AGREEMENT	- 7 -
14. EXECUTION OF AGREEMENT	- 8 -
15. NON-CONFORMANCE WITH SPECIFICATIONS	- 8 -
16. WARRANTY	- 8 -
17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA	- 8 -
18. DIVERSITY	- 9 -
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	- 10 -
23. PROTEST PROCEDURES	- 10 -
FORMS	- 11 -
BID FORM	- 11 -
COST SCHEDULE	- 12 -
CERTIFICATE AS TO CORPORATION	- 14 -
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS	- 15 -
QUALIFICATIONS — GENERAL	- 16 -
DRUG-FREE WORKPLACE FORM	- 18 -
NO RESPONSE FORM	- 19 -
AGREEMENT	- 20 -

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:

Sherrie Ashby, Associate Procurement Specialist
 Phone: 386-643-1950
 Email: sashby@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:

Sherrie Ashby, Associate Procurement Specialist
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid St, Palatka, FL 32177-2571

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

SEALED BID — DO NOT OPEN
 Respondent’s Name: _____
 Invitation for Bid: 33120
 Opening Time: 2:00 p.m.
 Opening Date: June 5, 2018

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

4. OPENING OF BIDS

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

2:00 p.m., June 5, 2018,
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

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

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

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit their Bid in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents or reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule includes (Exhibit 1– Cost Schedule (separate Excel® file)
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, and other required qualification forms)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
 - g. Specimen Labels/Supplemental Labeling (Respondent provided)
 - h. Material Safety Data Sheet (MSDS) (Respondent provided)
2. Respondents must submit the original of their bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the **Unit Cost** for each Item described in the 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, exhibits and questionnaires listed under Item 5.1. above must be completed (typed or hand written) and included in the submission in digital format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:
 - Bid: IFB 33120 Respondent's name (abbreviated) Due Date - (Example: IFB 33120 ABC Company 05-31-18)
 - Authorized Dealer/Distributor FL - (Example: IFB 33120 ABC Company MFG name)
 - Specimen Labels/Supplemental Labeling - (Example: Item # Product Name – Label type)
 - Material Safety Data Sheet -MSDS - (Example: Item # Product Name – MSDS)
 - Forms/Exhibit(s) - (Example: IFB 33120 ABC Company Form name or Exhibit # and name)
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.**

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

worksheet are found on the Excel® spreadsheet (separate file) entitled, “**Exhibit 1 – Cost Schedule.xlsx.**”

If you need assistance or have any questions about the format, please call or email Sherrie Ashby at 386-643-1950 or sashby@sjrwmd.com.

In the event, you decline to submit a Bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a Bid.

6. **INQUIRIES AND ADDENDA**

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District’s 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 386-329-4546 or by email at sashby@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia 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 purchase period beginning July 10, 2018 through July 9, 2019 is \$1,527,000.

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 estimated budget 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**

Respondents must provide a letter from the manufacturer(s) of all quoted commodities stating that **Respondent is an Authorized Dealer/Distributor within the state of Florida and in good standing with the manufacturer.**

One complete set of specimen labels, any supplemental labeling, and the latest Material Safety Data Sheets (MSDS) covering the commodities offered must accompany all bids. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and MSDS may result in the bid being deemed non-responsive. **Required information must be provided in digital format.**

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 supply the Commodities. 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 provide the Commodities in a manner acceptable to the District within the time period specified.

9. 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.

10. 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.

11. 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.

12. 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.

13. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the responsive, responsible (the "Successful Respondent(s)") that submit the lowest per unit (ounce, pound, quart or gallon) prices. The District reserves the right to make award(s) by individual commodities, and to issue multiple awards based on any combination of the commodities listed on the Cost Schedule. Estimated annual quantities are included on the Cost Schedule – Exhibit 1 (separate Excel® file) for informational purposes and are not guaranteed. The District expressly reserves the right to increase or decrease any commodity, or part of the product including the right of the District to delete any commodity. The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- e. Pursuant to §287.084(2). 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.
- f. For 60 days after the designated date and hour of the opening of bids, the Respondent will not be permitted to increase its bid cost.
- g. 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.

- h. 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."

14. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to provide the Commodities that are subject to the solicitation upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, The District will issue Purchase Order(s) ["Agreement(s)"] to the Successful Respondent(s). Prior to issuing the purchase order(s), the Successful Respondent(s) must provide the following:

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

The District will not issue the Agreement(s) until the above documents have been delivered to the District. The Agreement(s) will not be binding until issued by the District. The District reserves the right to cancel award of the Agreement(s) without liability at any time before the Purchase Order(s) are delivered to the Successful Respondent(s).

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

15. NON-CONFORMANCE WITH SPECIFICATIONS

Equipment, material and/or services delivered to the District that does not conform to bid specifications may be returned and rejected.

16. WARRANTY

Respondent warrants that any Commodities furnished shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after delivery of the Commodities, unless otherwise specified herein. Any defective workmanship or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein.

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

The express warranty set forth in this article shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

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 §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.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

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

FORMS
BID FORM

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., June 5, 2018

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Purchase of Herbicides and Related Adjuvants for the District Invasive Plant Program, subject to the terms and conditions of the Agreement, the undersigned proposes to supply the Commodities for the price contained in the following schedule ***Exhibit 1–Cost Schedule (separate Excel® file)*** (fill in all blanks). Respondents may bid on any or all of the commodities listed on the Cost Schedule. All pricing submitted with the Respondents bid shall be firm and inclusive, including all handling, setup, packaging, shipping and inside delivery charges to the destination(s) set forth herein unless otherwise indicated. Unit prices must be indicated on the Cost Schedule. Where there is an error in the extension of price, the unit price prevails. The Unit Price shall not be more than two decimal places.

SPECIMEN LABELS

One complete set of specimen labels, any supplemental labeling, and the latest Material Safety Data Sheets (MSDS) covering the commodities offered must accompany all bids. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and MSDS may result in the bid being deemed non-responsive. **Required information shall be provided in digital format.**

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 Commodities, 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 District reserves the right to make award(s) by individual commodities, on an item by item basis, and to issue multiple awards based on any combination of the commodities listed on the ***Cost Schedule – Exhibit 1 (separate Excel® file)***. Estimated annual quantities are included on the Cost Schedule for informational purposes and are not guaranteed. The District expressly reserves the right to increase or decrease any commodity, or part of the product including the right of the District to delete any commodity as may be determined by the District.

Continued on next page.

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

Date

Respondent (firm name)

Address

Email address

Signature

Telephone number

Typed name and title

Fax number

[remainder of page intentionally left blank]

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

This form to be included in bid submittal

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

Name of Respondent: _____

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: _____

Respondents must provide a letter from the manufacturer(s) of all quoted commodities stating that **Respondent is an Authorized Dealer/Distributor within the state of Florida and in good standing with the manufacturer.**

One complete set of specimen labels, any supplemental labeling, and the latest Material Safety Data Sheets (MSDS) covering the commodities offered must accompany all bids. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and MSDS may result in the bid being deemed non-responsive. **Required information must be provided in digital format.**

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 supply the Commodities. 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 provide the Commodities in a manner acceptable to the District within the time period specified.

Total number of years Respondent has experience in similar herbicide application work described in the INSTRUCTIONS TO RESPONDENTS: _____

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

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for supplying the Commodities pursuant to this bid.

DRUG-FREE WORKPLACE FORM

Not required unless there is a tie bid

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

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

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 33120,

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 Procurement 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 Invitation for Bids
- _____ Do not provide this type of work for this project
- _____ Schedule would not permit us to perform
- _____ Unable to meet bid specifications
- _____ Specifications unclear (explain below)
- _____ Disagree with solicitation or Agreement terms and conditions (explain below)
- _____ Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CONTRACTOR
FOR HERBICIDES AND RELATED ADJUVANTS FOR THE INVASIVE PLANT PROGRAM

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 32177-2571, and CONTRACTOR ("Contractor"), whose address is Contractor's Address.

Contractor responded to the District's IFB 33120 on June 5, 2018; and was awarded the bid pursuant to the terms of the IFB.

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, commencing on July 01, 2018 and shall expire on June 30, 2019.
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 commodities to the District as specified within the District Purchase Order unless otherwise agreed to by District staff.
4. 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.
5. 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
Ann B. Shortelle, Ph.D., Executive Director, or Designee

Date: _____

CONTRACTOR (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 — Purchase Order Terms and Conditions
Attachment B — IFB Bid/Price

ATTACHMENT A — 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 §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.

Last Updated: 8-25-15

EXHIBITS

EXHIBIT 1 – COST SCHEDULE

(SEPARATE EXCEL® FILE)