



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

June 10, 2022

To: Interested Firms

From: Sherrie Ashby, Procurement Specialist
Phone: 386-643-1950; Email sashby@sjrwmd.com

Re: Quote Request, 37897 — SUBMERSIBLE GROUNDWATER PUMPS

Dear Supplier

The St. Johns River Water Management District (District) is requesting quotes for Submersible Groundwater Pumps for Environmental Sampling. This letter is forwarded to you as an offer to provide a quotation based on the information and requirements provided herein, including the specifications stated in the attached Specifications (Attachment 1).

If you are interested in providing the Submersible Groundwater Pumps for Environmental Sampling, the quote must be received **before 2:00 p.m. on Thursday June 30, 2022**. Email your quote as an **attachment** in PDF format to Sherrie Ashby at the email address above referencing Quote Request #37897. **Any questions regarding this solicitation must be received by email at the email address above before Tuesday, June 28, 2022, 4:00 p.m.**

Respondent's quotation must provide the District with the following completed documents:

- 1) Attachment 2 – Quotation Form
- 2) Attachment 3 - Certificate As To Corporation
- 3) Attachment 4 – Affidavit as to Non-Collusion and Certification of Material Conformance
- 4) Attachment 5 – Qualifications Form - General
- 5) Attachment 6 – Qualifications Form - Similar Commodity Sales

In addition, Respondent **must** provide documentation describing the Submersible Groundwater Pumps for Environmental Sampling being quoted and any documentation required under the Minimum Specifications. The District reserves the right to request additional information after quotes have been received.

Award of this quote shall be based on the lowest total cost that meets all requirements of this request. The quoted cost shall include all labor, parts, materials, equipment, F.O.B. destination, transportation, delivery, manufacturer's standard warranty and any other requirements. The successful respondent will be issued a Purchase Order(s) for the Submersible Groundwater Pumps. **Attachment 6 is the District's Purchase Order Terms and Conditions.**

Respondent **must meet all** of the minimum qualifications listed in **Attachment 1 – Specifications**. The District reserves the right to evaluate units prior to purchase. If it is determined the equipment is not acceptable, the District will terminate the Purchase Order with the firm and proceed with issuing a Purchase Order to the Respondent with the next lowest quotation that can provide the required equipment.

The District 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. Please contact Sherrie Ashby at the above email or telephone number if you have any questions regarding this quotation request.

If you need assistance or have any questions about submitting your quote, please email or call Sherrie Ashby at sashby@sjrwmd.com or 386-643-1950, 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 quotation shall include all costs associated with the commodities to be provided and other related costs for the commodities described in the SOW.

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, 2023). 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 sashby@sjrwmd.com-. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar 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.

4. Award Procedures

1. 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.
2. 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.
3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
4. 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; or (2) by lot.
5. 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.
6. 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:

- b. Contacting a District employee or officer other than Sherrie Ashby, the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- c. 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;
- d. Evidence of collusion among Respondents;
- e. Submission of materially false information with the Quote;
- f. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- g. Respondent is failing to adequately perform on any existing contract with the District;
- h. Respondent has defaulted on a previous contract with the District;
- i. 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;
- j. 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

1. 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.
2. 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 Vendors

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

7. Notices and Services Thereof

1. 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*. Onvia DemandStar may also be accessed through the District's website at *sjrwmd.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.
2. Notices that are posted on Onvia DemandStar 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.
3. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

7. Protest Procedures

1. 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.
2. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must

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

3. 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.

RESPONSES

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

- Attachment 1 Statement of Work
- Attachment 2 Quotation Form
- Attachment 3 Certificate As To Corporation
- Attachment 4 Affidavit as to Non-Collusion and Certification of Material Conformance
- Attachment 5 Qualifications Form - General
- Attachment 6 Qualifications Form - Similar Commodity Sales
- Attachment 7 Purchase Order Terms And Conditions

ATTACHMENT 1 - SPECIFICATIONS
SUBMERSIBLE GROUNDWATER PUMPS FOR ENVIRONMENTAL SAMPLING

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District's (District) Bureau of Water Resource Information is dedicated to collecting groundwater quality data throughout the 18 counties in the District. The District will be installing dedicated submersible pumps in some of the groundwater quality monitoring wells.

II. OBJECTIVE

The objective is to award the purchase of submersible pumps meeting the District minimum specifications to the lowest responsive and responsible respondent for purchases through September 30, 2022. The District does not guarantee that a minimum amount will be purchased.

In the event the District purchases units and the units are deemed not to meet the District's requirements when actually placed in service or corrode or malfunction due to design, material, or manufacturing defects, the District reserves the right to cancel the Cost Agreement and enter into a Cost Agreement with the firm offering the next lowest quotation and that can provide the required equipment.

III. MINIMUM SPECIFICATIONS

The Quotation form attached (Attachment 2) describes the minimum specifications for Grundfos Rediflo3 (SQE-NE) submersible pumps. This Quotation is for the purpose of acquiring unit prices for specific equipment purchases. In the event that additional pumps are required, District will obtain quotes from the awarded firm.

Required minimum specifications:

REDIFLO 3 (SQE-NE)

- Supply Voltage: 1x200-240V +6%/-10% 50/60 Hz PE 1 x100-115V
- Operation via Generator: As a minimum the generator output must be equal to the motor P1[KW] +10%
- Starting Current: The motor starting current is equal to the highest value stated on the motor nameplate
- Minimum Ambient Temperature: 4°F (-15°C)
- Maximum Ambient Temperature: +104°F (40°C)
- Maximum Ambient Fluid Temperature - 86°F (°C)
- Liquid Temperature: The temperature of the pumped liquid should not exceed 104°F (40°C).
- Starting: Soft-start
- Run-up Time: Maximum: 2 seconds
- Motor Protection: The motor is protected against: Dry running overvoltage undervoltage overload overtemperature
- Power Factor: PF=1
- Service Factor: 0.33-0.50A[Hp]-1.75 at 11 5V/230V\n0.50-0.75B[Hp]-1.4 at 230V\n1. 0-1.5C[Hp]-1.15 at 230V

IV. PRODUCT WARRANTIES

All warranties should be described. Included in the description should be clear statements as to who (you as the supplier or a second party such as the manufacturer) is making the warranty and what components are covered by a specific warranty. The time-frame or any other limitations on warranties should be included. Be specific, if

a warranty is not described for each component, it will be assumed that no warranty is being made or offered for that component.

V. SERVICE/MAINTENANCE SUPPORT

Bidders should explain in detail all offerings of service or maintenance on the equipment specified. Vendors should take particular care to identify where service or maintenance will occur (onsite, at the vendor's location, or shipped to a service facility) and time/cost constraints on such support.

VI. TECHNICAL SUPPORT

Bidders are requested to discuss in their submittals, any offerings of technical support such as follow-up responses to questions, or advice in the future. This discussion may include references of personnel qualified who will provide technical support.

VII. TASK IDENTIFICATION

District Responsibilities

- District will issue Purchase Orders for each purchase request.
- The District Project Manager or designated representative will install and inspect pumps for acceptance. District Project Manager will document any unacceptable or non-compliant units during the warranty period and request warranty claims.

Contractor Responsibilities

- Supply and deliver Quoted of the submersible pumps shall be in accordance with Quotation requirements and specific guidance provided in District Purchase Order. All deliveries will be made to District headquarters at 4049 Reid Street, Palatka, FL 32177.
- Provide contact, review, and administer warranty claims within 30 days of receipt.

VIII. TIME FRAMES AND DELIVERABLES

Purchase Orders will be issued as the equipment is required. It is anticipated that the awarded vendor will receive the Purchase Order for the number of Quoted submersible pumps as shown in the Quotation form and deliver these items to the District no later than **June 30, 2022**.

**ATTACHMENT 2 – COST SCHEDULE
 QUOTATION REQUEST 37897
 SUBMERSIBLE PUMPS FOR ENVIRONMENTAL SAMPLING**

QUOTATIONS ARE DUE BY 2:00 P.M. June 30, 2022

Please provide the unit price for each item and multiply the unit price by the quantity provided for the total price per item. Add the total cost of Items 1 through 8 for a grand total. Provide the cost of freight/shipping where indicated and provide the total price for the items plus the freight/shipping where indicated. The quantities listed are for quotation purposes; however, the quantity must be available for delivery by August 30, 2022. The District reserves the right to purchase any quantity on an as needed basis.

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 25'	5		
2	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 50'	5		
3	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 75'	5		
4	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 100'	5		
5	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 125'	5		
6	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 150'	5		
7	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 175'	5		
8	Motor lead for Grundfos Redi-Flo3 Submersible pump (Installed) 200'	5		
TOTAL COST OF ITEMS 1-8				
COST OF FREIGHT/SHIPPING FOR ALL ITEMS 1-8				
TOTAL COST EQUIPMENT AND SHIPPING				

(This form to be included with quote submittal)

**ATTACHMENT 2 – COST SCHEDULE
QUOTATION REQUEST 37897
SUBMERSIBLE PUMPS FOR ENVIRONMENTAL SAMPLING**

Continued

TOTAL COST OF EQUIPMENT AND SHIPPING IN WORDS:

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

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

(This form to be included with quote submittal)

**ATTACHMENT 3 - CERTIFICATE AS TO CORPORATION
QUOTATION REQUEST 37897
SUBMERSIBLE PUMPS FOR ENVIRONMENTAL SAMPLING**

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.

ATTACHMENT 4
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF
MATERIAL CONFORMANCE WITH SPECIFICATIONS

This form to be included in submittal

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 Quote.
2. The attached Quote is genuine. It is not a collusive or sham Quote.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Quote.
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 Quote in connection with the Purchase Order for which the attached Quote has been submitted, or to refrain from proposing in connection with such Purchase Order, 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 Quote of any other Respondent, or to fix any overhead, profit, or cost element of the Quote prices or the Quote 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 Purchase Order.
5. The price(s) quoted in the attached Quote 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 Quote, 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 Purchase Order 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)

**ATTACHMENT 5 - QUALIFICATIONS FORM - GENERAL
QUOTE REQUEST 37897
SUBMERSIBLE PUMPS FOR ENVIRONMENTAL SAMPLING**

(This form to be included with quote submittal)

As part of the Quotation, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for providing the equipment.

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: _____

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.

**ATTACHMENT 6 - QUALIFICATIONS — SIMILAR COMMODITY SALES
QUOTE REQUEST 37897
SUBMERSIBLE PUMPS FOR ENVIRONMENTAL SAMPLING**

This form to be included in submittal

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

Completed Commodity Sale 1:

Client: _____

Current client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Description of Commodity/Project:

Commodity value): _____

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

Name(s) of key or assigned personnel:

Completed Commodity Sale 2:

Client: _____

Current client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Description of Commodity/Project:

Commodity value): _____

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

Name(s) of key or assigned personnel:

ATTACHMENT 7

PURCHASE ORDER TERMS AND CONDITIONS

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