

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LIMEROCK PURCHASE FOR UPPER BASIN – FELLSMERE, FL
INVITATION FOR BID 39271**

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., **December 7, 2023**. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralauctionhouse.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding or the District by calling or emailing Amy Lucey, Procurement Specialist, at 321-409-2156 or ALucey@sjrwmd.com. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway SE, Palm Bay FL 32909.

The objective of this solicitation is for the supply of limerock to the District. The District anticipates purchasing 22,000 tons of limerock to refurbish the L-74 East, West and North levees as well as the S-96B Tieback levee for a total of approximately 29 miles (see location map). The District will provide the trucking.

The estimated budget for this project is \$200,000. Staff’s recommendation of award will be presented to the District’s Governing Board on December 12, 2023. The District anticipates limerock purchases to commence on or about January 8, 2024.

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Amy Lucey, Senior Procurement Specialist, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

| | |
|--|--------|
| INSTRUCTIONS TO RESPONDENTS | - 3 - |
| 1. DEFINITIONS | - 3 - |
| 2. CONTRACT ADMINISTRATION | - 3 - |
| 3. WHERE TO SUBMIT BID | - 3 - |
| 4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS | - 4 - |
| 5. OPENING OF BIDS | - 4 - |
| 6. INQUIRIES AND ADDENDA | - 4 - |
| 7. BUDGET | - 5 - |
| 8. MINIMUM QUALIFICATIONS | - 5 - |
| 9. SUBCONTRACTS | - 5 - |
| 10. SIGNATURE AND CERTIFICATION REQUIREMENTS | - 5 - |
| 11. DISQUALIFICATION OF RESPONDENTS | - 6 - |
| 12. REJECTION OF BID | - 6 - |
| 13. WITHDRAWAL OF BIDS | - 6 - |
| 14. AWARDING THE AGREEMENT | - 7 - |
| 15. EXECUTION OF AGREEMENT | - 7 - |
| 16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA | - 8 - |
| 17. DIVERSITY | - 8 - |
| 18. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEALOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701 | - 8 - |
| 19. FLORIDA SALES TAX | - 8 - |
| 20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS | - 8 - |
| 21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES | - 9 - |
| 22. NOTICES AND SERVICES THEREOF | - 9 - |
| 23. PROTEST PROCEDURES | - 9 - |
| 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 - |
| QUALIFICATIONS — SIMILAR PROJECTS | - 17 - |
| QUALIFICATIONS — CLIENT REFERENCE | - 18 - |
| DRUG-FREE WORKPLACE FORM | - 19 - |
| NO RESPONSE FORM..... | - 20 - |
| SAMPLE AGREEMENT | - 21 - |
| ATTACHMENT A — STANDARD TERMS AND CONDITIONS | - 24 - |
| ATTACHMENT B — STATEMENT OF WORK | - 29 - |
| ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample) | - 31 - |

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.

2. CONTRACT ADMINISTRATION

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

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

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

3. WHERE TO SUBMIT BID

Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s *myfloridamarketplace.com*, Central Bidding at *centralauctionhouse.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding or the District by

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

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

SEALED BID – DO NOT OPEN

Respondent’s Name:

Invitation for Bid: 32971

Opening Time: 2:00 p.m.

Opening Date: **December 7**, 2023

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

4. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

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

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Bid Form
 - b. Cost Schedule
 - c. Certificate as to Corporation
 - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - e. Qualifications (General, Similar Projects, and Client References)
 - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a bid.
3. The file naming conventions for the bid must clearly identify specific information, such as the solicitation number and the respondent’s name (Example: IFB 12345, ABC Company)⁴. Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

5. 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., December 7, 2023 St. Johns River Water Management District Palm Bay Service Center 525 Community College Parkway SE, Palm Bay FL 32909 |
|---|

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

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

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 email to ALucey@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

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

7. BUDGET

The estimated budget for this project is \$200,000. This amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

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

- a. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one project of a similar nature (Supply Limerock) within the three years immediately preceding the date for receipt of Bids. The project must have had a project value of at least \$50,000.00.
- b. Respondent must have no less than three years of experience on projects of a similar nature (Supply Limerock).
- c. Respondent must provide three client references. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work.

The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. SUBCONTRACTS

For purposes of this bid, listing of subcontractors is not required.

10. 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.

11. 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.

12. 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.

13. 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.

14. **AWARDING THE AGREEMENT**

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total_Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

15. **EXECUTION OF AGREEMENT**

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

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

d. All other information and documentation required by the Agreement.

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

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

16. 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.

17. DIVERSITY

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

18. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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 *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.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

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

23. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

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

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River

Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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

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

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., December 7, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Limerock Purchase for Upper Basin – Fellsmere, FL subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

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

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

Total Material Cost is the unit cost per ton of limerock multiplied by 22,000.

The District Delivery Cost Incurred is the District’s average 20-ton capacity dump truck trip-cost of \$5.50/mile multiplied by the distance (as measured by Google Maps) between the Respondent’s quarry and the following location: west end of L-74E (latitude: 27.825187°, longitude: -80.741566°) multiplied by the estimated number of trips (1,100). *For example, if the distance to the quarry is 10 miles from the west end of L-74E, the District’s Delivery Cost Incurred would be calculated as follows: \$5.50 X 10 X 1,100 = \$60,500.*

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

| BID SCHEDULE - LIMEROCK (UPPER BASIN - FELLSMERE FL AREA) | | | | | |
|--|--|---------------------------|-------------|------------------|----------------------------|
| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL MATERIAL COST |
| 1 | Limerock (material only - no trucking) | 22,000 | Ton | \$ | \$ |
| RESPONDENT QUARRY LOCATION: | | | | | |
| Address Line 1 (Street) | | | | | |
| Address Line 2 | | | | | |
| City | | | | | |
| State | | | | | |
| Zip Code | | | | | |

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

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

Respondent (firm name)

Address

E-mail address

Telephone number

Signature

Date

Typed name and title

CERTIFICATE AS TO CORPORATION

Include this form in the response

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

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

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

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

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

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

Include this form in the response

STATE OF _____

COUNTY OF _____

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

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

_____ the Respondent that has submitted the attached bid.

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

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

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

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

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

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

Signature: _____

Title: _____

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

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

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

Name of Respondent: _____

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 supplying limerock described in the INSTRUCTIONS TO RESPONDENTS: _____

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

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

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one project of a similar nature (Supply Limerock) within the three years immediately preceding the date for receipt of Bids. Each project shall have had a project value of at least \$50,000.00.

Completed Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

Project manager: _____

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent must provide three client references. No more than one reference shall be from completed District projects. If a District project is cited, do not request a letter from District staff. (For similar projects listed above, simply state "Similar Project No. ____.")

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project manager: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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 39271

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

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

SAMPLE AGREEMENT

Date

Mr.

Vendor Name

Address

City, State, Zip,

Re: Contract 39271, Limerock Purchase for the Upper Basin – Fellsmere FL

Dear Supplier

This Agreement, including attachments, constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and (“Supplier”) under the terms and conditions contained herein. Supplier may commence the services provided for herein (the “Work”) upon execution of this Agreement, unless otherwise provided in the Statement of Work,. Commencing the Work constitutes acceptance of all of the following terms and conditions.

Supplier shall timely and fully perform the Work subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. This Agreement, including attachments, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- Term. This contract shall be effective upon execution by both parties and shall expire on June 30, 2024 (“Completion Date”), unless renewed or amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- Funding. For satisfactory performance of the Work, the District agrees to pay Supplier according to the Cost Schedule set forth in the Statement of Work, a sum not to exceed TBD (the “Total Compensation”).

Project Management. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Gary Scarbrough, Project Manager
St. Johns River Water Management District
525 Community College Parkway SE
Palm Bay, Florida 32909
Phone: 321-863-1324
E-mail: gscarbro@sjrwmd.com

SUPPLIER

, Project Manager
Vendor Name
Address
City, State, Zip
Phone:
E-mail:

- The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- Invoice Submittal. Supplier shall submitted weekly by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Supplier shall provide additional supporting information as required to document invoices.
- Invoice Information. All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Supplier's name and address (include remit address, if necessary); (4) Supplier's invoice number and date of invoice; (5) District Project Manager; (6) Supplier's Project Manager; (7) supporting documentation as to cost and/or Work completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- Final Invoice. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Supplier must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- End of District Fiscal Year Reporting. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Supplier shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Supplier shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- Travel expenses. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses must be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Supplier and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or state of Florida travel forms and are paid pursuant to District Administrative Directive 391.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by email to:

St. Johns River Water Management District
Amy Lucey, Senior Procurement Specialist
Office: 321-409-2156
Email: ALucey@sjrwmd.com

Sincerely,

Mary Ellen Winkler, J.D., Assistant Executive Director
St. Johns River Water Management District

Date: _____

Supplier

(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 — Standard Terms and Conditions
- Attachment B — Statement of Work
- Attachment C – District Supplemental Instruction Form

ATTACHMENT A — STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
2. **Assignment.**
 - (a) Supplier shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontractors. Supplier shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Supplier shall be allowed a maximum 15% markup of their subcontract's work for oversight and management.
 - (b) Supplier is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Supplier is fully responsible to the District for the acts and omissions of its subcontractor and person directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.
3. **Audit.** Supplier must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Supplier must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Supplier shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
4. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
5. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Supplier and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
6. **Disputes**
 - (a) During the course of work. In the event any dispute arises during the course of the Work, Supplier shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Supplier is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15

days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Supplier shall proceed with the Work in accordance with said determination. This shall not waive Supplier's position regarding the matter in dispute.

(b) Invoices. In the event the District rejects an invoice as improper, and Supplier declines to modify the invoice, Supplier must notify the District in writing within ten days of receipt of notice of rejection that Supplier will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Supplier's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

7. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. 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."). As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
8. **Funding Contingency.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Supplier and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
9. **Indemnity.** Supplier shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Supplier, its employees or subcontractors, in the performance of the Work. Supplier shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Supplier employees performing under this contract.
10. **Independent Contractor.** Supplier is an independent contractor. Neither Supplier nor Supplier's employees are employees or agents of the District. Supplier controls and directs the means and methods by which the Work is accomplished. Supplier is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Supplier, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
11. **Interest in the Business of Supplier; Non-Lobbying.** Supplier certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly

or indirectly, in the business of Supplier to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

12. **Payment and Release.** Supplier shall pay all proper charges for labor and materials required to perform the Work. Unless otherwise stated herein, the District shall pay Supplier 100% of each approved invoice. Acceptance of final payment constitutes a release of all claims against the District arising by reason of the Work. The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to the extent necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) Supplier's failure to make payments when due to subcontractors or suppliers; (3) failure to maintain adequate progress in the Work; or (4) any other material breach hereof. Amounts withheld shall not be considered due until the ground(s) for withholding payment have been remedied.
13. **Permits and Licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. Supplier represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed.
14. **Pollution Control.** Supplier shall not discharge or permit the discharge of any pollutant as defined in §403.031, Fla. Stat., including fuels, oils, acids, insecticides, herbicides, wastes, toxic or hazardous substances, onto any lands or into any surface or ground waters. Supplier shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any pollutant or material that can cause pollution, is dumped or spilled in unauthorized areas, Supplier shall so notify the District within one business day and shall then remove the polluted material and restore the area to its original condition at Supplier's sole expense.
15. **Public Entity Crime.** 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 the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
16. **Public Records**
 - (a) Supplier is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Supplier for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Supplier, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Supplier shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
 - (b) Supplier shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as

defined in §119.011(12), Fla. Stat. Supplier shall keep and maintain public records required by the District to perform the services under this Agreement.

- (c) If Supplier meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
1. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Supplier of the request, and the Supplier must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Supplier fails to provide the public records to the District within a reasonable time, the Supplier may be subject to penalties under s. 119.10, Fla. Stat.
 2. Upon request from the District’s custodian of public records, Supplier shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 3. Supplier shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Supplier does not transfer the records to the District.
 4. Upon completion of the Agreement, Supplier shall transfer, at no cost to District, all public records in possession of Supplier or keep and maintain public records required by the District to perform the services under this Agreement. If the Supplier transfers all public records to the District upon completion of the Agreement, the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Supplier keeps and maintains public records upon completion of the Agreement, the Supplier shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

(d) IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT:

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwm.com**

17. **Social Security Number Collection and Usage.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent suppliers who do not provide a Federal Employer Identification Number.
18. **Termination.** The District may terminate this Agreement without cause upon ten days' written notice. In such event Supplier shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten days' written notice and opportunity to cure. Upon termination, the District may take possession of and finish the Work by whatever means the District deems expedient. Supplier may terminate this Agreement only if the District fails to pay sums when due. In such event, Supplier shall provide the District no less than ten days' prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

ATTACHMENT B — STATEMENT OF WORK

Limerock Purchase for the Upper Basin – Fellsmere, FL

I. INTRODUCTION BACKGROUND

The flood protection system in the Upper St Johns River Basin has over 105 miles of established levees and approximately 300 miles of roads. Most of these levees and roadways are capped with a limerock surface to protect the levee/roadway from rutting, depressions/potholes forming and erosion. Over time, these limerock surfaces begin to deteriorate and need to be resurfaced to maintain the structural integrity of the levee/roadway.

II. OBJECTIVE

The objective of this work is for a vendor to supply limerock to the District. The District anticipates purchasing 22,000 tons of limerock to refurbish the L-74 East, West and North levees, as well as the S-96B Tieback levee for a total of approximately 29 miles. The District will provide the trucking.

III. SCOPE OF WORK

Supplier shall provide limerock (exclusive of trucking) with certified weight tickets. The material should generally meet Florida Department of Transportation (FDOT) Specifications for ~~stabilized~~ road base but does not need to be FDOT-certified. However, the moisture content and the gradation schedule shall be met as defined below. The District reserves the right to inspect the material to ensure the quantity and quality meets the District’s minimum requirements prior to award.

IV. TASK IDENTIFICATION

Supplier Responsibilities

- Provide limerock per the minimum requirements.
- The limerock shall not exceed 15% moisture content at the time loading. Loads exceeding 15% moisture content shall not be accepted.
- Limerock shall have minimum Limerock Bearing Ratio (LBR) of 100.
- Limerock material shall meet the following general distribution guidelines for gradations:

| SIEVE SIZE | GRADATION PERCENT PASSING |
|------------|---------------------------|
| 3 ½ inch | 100 |
| 1 ½ inch | 95-100 |
| ¾ inch | 65-90 |
| 3/8 inch | 40-85 |
| No. 4 | 25-65 |
| No. 10 | 20-50 |
| No. 50 | 5-30 |
| NO. 200 | 0-10 |

- Load limerock onto District trucks (18-20 ton).

- Provide certified scale ticket to District truck driver to verify shipment weight and quantity.

District Responsibilities

- Provide trucks for transporting limerock to levees.
- Collect weight tickets after loading is complete.

V. COST SCHEDULE

Payments shall be made in accordance with the following schedule:

| DESCRIPTION | UNIT | UNIT COST |
|--|------|-----------|
| Limerock (material only - no trucking) | Ton | \$ |

VI. TIME FRAMES AND DELIVERABLES

The contract is expected to be awarded on December 12, 2023. The District anticipates limerock purchases to commence on or about January 8, 2024, with all material purchased by June 30, 2024.

PROJECT MANAGER

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

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

, _____

FROM: Gary Scarbrough, Project Manager

CONTRACT NUMBER: 39271

CONTRACT TITLE: Limerock Purchase for Upper Basin – Fellsmere, FL

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. SUPPLIER’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Supplier’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Supplier agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Gary Scarbrough, District Project Manager

Acknowledged: _____ Date: _____
Amy Lucey, District Senior Procurement Specialist

c: Contract file
Financial Services