

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INNOVATIVE TECHNOLOGY PARTNERSHIP
REQUEST FOR PROPOSALS 38791**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., June 6, 2023. Further information is available through Onvia DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s My Florida Marketplace at *vendor.myfloridamarketplace.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from Onvia DemandStar, Vendor Registry, My Florida Marketplace or the District by emailing Kendall Matott, Contracts Manager, at *kmattott@sjrwmd.com*. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka, FL 32177.

Description of Services: The Florida Department of Environmental Protection (FDEP) has historically offered an Innovative Technologies Grant Program that is available to local government entities, such as the St. Johns River Water Management District, for projects that evaluate and implement innovative technologies and short-term solutions to combat algal blooms and nutrient enrichment, restore and preserve Florida waterbodies, and implement certain water quality treatment technologies. Under FDEP’s program, eligible projects will prevent, mitigate or clean-up harmful algal blooms, with an emphasis on projects that prevent blooms through nutrient reductions. Projects that improve the ability to predict and monitor harmful algal blooms are also considered by FDEP for funding. Additional information on FDEP’s innovative funding program is available on their website: <https://protectingfloridatogether.gov/InnovativeTechnologies>.

Through this solicitation, the District is inviting firms interested in partnering with the District in the FDEP Innovative Technology Grant Program to submit a proposal for the District’s consideration. The District screens and vets proposals in accordance with the FDEP Innovative Technologies Grant Program key funding considerations, scientific and technical merit, alignment with District priorities, and outstanding resource management needs. The District’s strategic priorities for innovative technology are set forth below. The evaluation criteria and minimum qualifications for submitting a proposal are detailed in the Instructions to Respondents.

One or more proposals may be selected by the District for partnership in applying for funding through the FDEP Innovative Technologies Grant Program. If selected by the District, all proposal development for the FDEP application will be the responsibility of the successful Respondent(s). The District will be responsible for submitting the completed application through the FDEP portal, and ultimate funding decisions are made solely by the FDEP. If selected by FDEP for funding, the District and FDEP will enter into a revenue agreement for the funding to pass to the District. It is anticipated that the District will then enter into an agreement with the successful Respondent(s) for the completion of the project on a cost-reimbursement basis. A sample contract with the District’s terms and conditions is included in this solicitation. Additional terms and conditions may be mandated by the terms of the FDEP revenue agreement.

The District reserves the right to submit an application to FDEP for innovative technology funding for a project independent of this solicitation.

District Strategic Priorities for Innovative Technology:

- The District is interested in approaches to reduce nutrient loading to landscapes irrigated with reclaimed water. Excess loading can occur when the nutrients associated with reclaimed water are not incorporated into the areas' fertilization plan. Fertilizer applications could be reduced by the including the amount of nitrogen and phosphorus already delivered with the reclaimed water.
- The District is interested in approaches to reduce phosphorus loading and/or runoff from landscapes with high phosphorus loss to surface or ground waters. Focus on techniques in which captured phosphorus is ultimately recovered and sold as a commodity.
- The District is interested in approaches to evaluate the effectiveness of long-term *in situ* inactivation of phosphorus in waterbody sediments. Phosphorus accumulates in waterbody sediments and can recycle into the water column. This internal phosphorus source can be a significant contributor to water quality impairment. The District is looking for proposals that evaluate the long-term cost-effectiveness of chemical treatments that inactivate and make biologically unavailable phosphorus in the sediments of eligible waterbodies. Ideally, the project would involve multiple treatment areas and control sites, such as adjacent canals.
- The District is interested in innovative treatment technologies for invasive, exotic aquatic vegetation. Focus is on non-chemical eradication including physical removal, biological control, etc. Emphasis on permanent or long-term management and potential uses for biomass that generate revenue at the scale harvested.

Evaluation Committee Meetings and Oral Presentations:

The District's Evaluation Committee will hold the evaluation meeting at District Headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Respondents as follows:

- **10:30 a.m. on June 8, 2023, to**
 - Discuss the responses
 - Finalize the initial ranking
 - Determine a shortlist of Respondents
 - Decide if oral presentations (by some or all of the Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation.

The District will Hold oral presentations with the Respondents as follows:

- **9:00 a.m., June 12, 2023, to June 14, 2023**
 - Receive oral presentations, followed by a Committee meeting to evaluate the presentations and determine the final project rankings
 - Respondents selected for oral presentations will be notified in advance of the presentation date

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 Kendall Matott or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes Instructions to Respondents, any addenda published by the District, the proposal provided by Respondent (the “Proposal”), and all required certifications and affidavits.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Contracts Manager:

Kendall Matott, Contracts Manager
 Phone: 386-312-2324
 Fax: 386-329-4546
 Email: kmatott@sjrwmd.com

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

3. WHERE TO DELIVER PROPOSAL

Responses can now be uploaded directly to www.demandstar.com

OR

If the Proposal will be mailed, it must be submitted in a sealed envelope to:

Kendall Matott, Contracts Manager
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid St, Palatka, FL 32177-2571

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

SEALED PROPOSAL — DO NOT OPEN
 Respondent’s Name: _____
 Request for Proposals: 38791
 Opening Time: 2:00 p.m.
 Opening Date: **June 6, 2023**

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

4. OPENING OF PROPOSALS

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

2:00 p.m. June 6, 2023
 St. Johns River Water Management District
 4049 Reid St, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals 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 Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's Proposal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Proposal 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 Proposal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of trade secret confidentiality and return the Proposal to Respondent.

5. PREPARATION AND ORGANIZATION OF DIGITAL PROPOSAL DOCUMENTS

Respondent must submit its response in "digital" format. Instructions for submitting are provided below.

1. Respondent must follow all procedures for electronic submission or the Respondent's Proposal may be determined as "non-responsive" and rejected.
2. The file-naming conventions for the Proposal shall include: Proposal submittal: RFP # Respondent's name (abbreviated) Due Date
 (Example: RFP _____ ABC Company 09-30-23)
3. Respondents must submit the following fully completed documents on reproduced copies of the attached forms provided in FORMS:
 - a. Proposal Form
 - b. Innovative Technology Project Information Form
 - c. Proposed Subcontractor Form
 - d. Certificate as to Corporation
 - e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
 - f. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
 - g. Drug-Free Workplace Form (not required unless there is a tie)
4. All blank spaces on the forms shall be typed or legibly printed in ink.
5. All of the forms in the solicitation package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal in electronic format.
6. Unless directed otherwise, all information required by the solicitation, including the forms listed above must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format [Adobe]).

7. Unless submitted via DemandStar, the proposal must be submitted on a flash/thumb/jump drive placed in a sealed envelope pursuant to the instructions under Item 3 for sealed responses - DO NOT SUBMIT YOUR RESPONSE BY EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.
8. Respondents shall use the following procedures for Proposal content organization:

Subfolder 1: Organization Profile

- a) Organization Details
- b) Proposal Form
- c) Proposed Subcontractors Form
- d) Certificate as to Corporation Form
- e) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- f) Minimum Qualification Documents

Subfolder 2: Technical and Scientific Merit

- a) Proposed Technology Literature
- b) Demonstrate experience in new technology development
- c) Qualifications and capabilities of firm's management, scientific, and project management teams.
- d) Proposal with project schedule and expanded cost schedule

Subfolder 3: Financial Stability and Organizational Strength

- a) Local Project Site Identified with necessary permissions
- b) Right to use intellectual property
- c) Provide current insurance coverages
- d) Client References Form
- e) Demonstrate long term cost effectiveness
- c) Proposed Cost Reimbursement Schedule

Subfolder 4: Other Proposal Forms

- a) Innovative Technology Project Information Form
- b) Drug-Free Workplace Form (if applicable)
- c) Checklist of Required Documentation
- d) Other related forms and documents

If you need assistance or have any questions about the format, please email or call Kendall Matott at kmatott@sjrwmd.com or 386-312-2324.

In the event you decline to submit a Proposal, 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 Proposal.

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 Contracts Manager and must be in writing. The Contracts Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposals documents, but the Respondent is ultimately responsible for submitting the Proposal 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 Proposals in order to be considered. Requests may be submitted by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals 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 Proposal, as submitted. All addenda become part of the Agreement.

7. MINIMUM QUALIFICATIONS

The minimum requirements necessary to meet the qualifications for this solicitation are identified below. Place documentation to support these requirements in Subfolder 1 of the Proposal response.

- a. Respondent must have the right to use any and all intellectual property necessary for the project.
- b. Respondent must be able to finance the project on a cost-reimbursement basis (i.e., must be able to perform under any resulting agreement with no up-front financing).
- c. The project's technology must:
 1. Be new technology or new application of known technology.
 2. Have water quality benefits.
 3. Be supported by scientific literature.
- d. The proposed project site must be within the geographic boundaries of the District.
- e. Respondent must provide documentation to confirm the proposed project site location and the necessary easements for construction and operation at project site.
- f. Respondent must provide three client references.

Any other related information provided by respondent that may be considered beneficial in the review and understanding of the proposal not specified as minimum qualifications herein this solicitation may be submitted within Subfolder 4 as "Other Proposal Forms and Documents".

Irrespective of the stated minimum qualifications, 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 Proposal 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.

8. PROPOSAL GUARANTY

For the purposes of this Proposal, a Proposal guaranty is not required.

9. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors on the attached "Proposed Subcontractors" form. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign their name therein and state their address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with their 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 Proposal or in substantial performance of the Work have been identified in the Proposal 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 Proposal:

- 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 Proposal 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 Proposal;
- 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 PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals 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 Proposal 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 Proposal.

The District reserves the right to reject any and all Proposals and cancel this request for proposals when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

13. WITHDRAWAL OF PROPOSAL

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of opening of Proposals. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.

14. EVALUATION AND AWARD PROCEDURES

- a. Proposals will be evaluated by an evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The Committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each Committee member completes a paper or electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation Committee meeting. If it is determined that it will assist the Committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.
- 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 Proposals 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 Proposals 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 Proposals.
- d. The Committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this Request for Proposals package.
- e. Following the evaluation process, the Committee will submit the final ranking of Submittals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation Committee's final ranking of Submittals.
- f. The District will then coordinate with the selected Respondent(s) regarding preparation of the application. If the District and selected Respondent(s) fail to complete a mutually agreeable application for the FDEP Innovative Technologies Grant Program, the District may proceed with the next highest-ranked Respondent, and so forth.
- g. If FDEP selects the application for Respondent's proposed project for funding, an Agreement will be awarded to the Respondent, if the Respondent successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the terms of the grant award from FDEP or the related revenue agreement.

- h. If two or more Proposals 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.
- i. 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."

15. EVALUATION CRITERIA

Responses shall include information or documentaiton and will be evaluated using the evaluation criteria set forth below. The evaluation rating scale is as follows:

More than adequate	8 to 10
Adequate	5 to 7
Less than adequate	1 to 4

	Criteria	Weight	Written Submittal Raw Score	Written Submittal Weighted Total
1	Alignment with District Priorities <ul style="list-style-type: none"> Alignment of project deliverables with one or more of the District's priorities identified on pages 1-2. 	15%		
2	Alignment with FDEP Key Funding Considerations <ul style="list-style-type: none"> New technology or new application of known technology. Technology has been shown to achieve the proposed benefits without environmental harm. Technology is scalable. Technology has water quality benefits. Technology is ready to construct. Technology is to be applied in an area with a water quality restoration plan (e.g., basin management action plan or reasonable assurance plan). The projects that can be completed within 18 months. 	35%		
3	Technical and Scientific Merit <ul style="list-style-type: none"> Technology is consistent with underlying science and is supported by evidence, such as published scientific studies and bench scale analyses. Firm (or its staff) has demonstrated experience with new technology development, especially associated with this innovation. Creation of waste products that are harmful or expensive to dispose of will reduce scoring. 	25%		
4	Financial Stability and Organizational Strength <ul style="list-style-type: none"> Ability to obtain a payment and performance bond for the full value of any resulting contract Right to use intellectual property Provide current insurance coverages Must be able to finance on a Cost Reimbursement basis Partnerships with Local Governments Qualifications and capabilities of firm's management, scientific, and project management teams. 	15%		
5	Cost Effectiveness <ul style="list-style-type: none"> Demonstrate Long Term Cost Effectiveness Amount of District resources utilized in the project, administrative and technical 	10%		
	SUBTOTAL (Written Submittal)	100%		

16. EXECUTION OF AGREEMENT

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the project for FDEP grant funding and execution of the Agreement by the District.

If a project is selected by FDEP for grant funding, a contract substantially in the form included in these documents will be provided to the Successful Respondent(s), who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A performance and payment bond in amounts equivalent to the value of the Agreement;
- b. A completed Internal Revenue Service Form W-9;
- c. Satisfactory evidence of all required insurance coverage (as determined by the District based upon the nature of the selected project);
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent; and
- e. 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 a Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before an Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of a 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.

17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions, and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent, or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

18. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women, veteran, and minority-owned business enterprises (W/V/MBE) are given the opportunity for maximum participation. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Request for Proposals 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 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.

21. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar and Vendor Registry.

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.

22. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after 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 sjrwm.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.

PROPOSAL FORM

Include this form in the response under *Subfolder 1*

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this proposal 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 proposal or in the Agreement to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that this proposal 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 proposal 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 proposal is accepted and the project is selected for funding by FDEP, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

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

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title _____
Fax number

INNOVATIVE TECHNOLOGY PROJECT INFORMATION FORM

Include this form in the response under *Subfolder 4*

Respondent shall complete all appropriate sections. Attach additional sheets as needed or expand if using Word document). Instructions are included in italics throughout the project information form. Please provide detailed information in the fields provided in Parts I through IV of the project information proposal. Write n/a for any field(s) that the proposed project is not addressing. More complete information will provide reviewers a better understanding of the proposed project.

RESPONDENT NAME: _____

PROPOSED PROJECT NAME: _____

Definitions and Terms:

- **Size of Land Area Being Treated** – The size of the contributing land area, in acres (usually a watershed or sub-basin) that drains to the project being constructed.
- **Size of Project Impact** – The size of the site in acres where the project is being constructed (usually the extent of the permitted plans).
- **Waterbody Identification (WBID)** - The term is used interchangeably with waterbody segment. For more information on WBIDs, please visit the Florida Department of Environmental Protection (FDEP) Basin 411 website: <https://floridadep.gov/dear/watershed-assessment-section/content/basin-411-0>.
- **Pollutant of Concern** – “Pollutant of concern” means the pollutant or pollutants that have been identified as causing the impairment of a waterbody.
- **Total Maximum Daily Load (TMDL)** – A scientific determination of the maximum amount of a given pollutant that a surface water can absorb and still meet the water quality standards that protect human health and aquatic life. Adopted TMDLs are listed in Chapter 62-304, Florida Administrative Code.
- **Verified Impaired Water** – A waterbody segment included on FDEP’s adopted verified list of impaired waters. Such waters do not meet its applicable water quality standards as set forth in Chapters 62-302 and 62-4, F.A.C., as determined by the methodology in Chapter 62-303, F.A.C., due in whole or in part to discharges of pollutants from point or nonpoint sources. The process for verifying that a water is impaired is described in Rule 62-303.400, F.A.C.
- **Basin Management Action Plan (BMAPs)** is a "blueprint" for restoring an impaired waterbody--one that does not meet water quality standards--by implementing actions that will reduce pollutant loadings to meet an adopted Total Maximum Daily Load (TMDL) restoration target.
- **Best Management Practices (BMPs)** Historically the term has referred to auxiliary pollution controls in the fields of industrial wastewater control and municipal sewage control, while in stormwater management (both urban and rural) and wetland management, BMPs may refer to a principal control or treatment technique as well.
- **Reasonable Assurance Plan (RAP)** A restoration plan in accordance with Rule 62-303.600, F.A.C., that is approved by Department order.
- **Innovative Technology** New technologies that have been demonstrated to be technically feasible under certain site conditions, but not widely used under the conditions that exist. This includes innovative applications of common use technology.

PART I – GENERAL INFORMATION

A. PROJECT CATEGORY: *Check all that apply*

- Prevention
- Clean-up
- Water Quality Monitoring Only
- Other Water Quality (*describe*) _____
- Hydrologic Restoration

B. PROJECT SUB-CATEGORY: *Check all that apply*

- Chemical
- Biological
- Mechanical
- Combination (*describe the combination*): _____
- Early Detection or forecasting

C. PROJECT FUNDING STATUS: *Check all that apply*

- New project that was not previously funded with State or Federal funds through the Florida Department of Environmental Protection (FDEP).
- Phase of proposed project (or existing/ongoing project) previously funded through the FDEP.
 - If any phase of project previously funded with State or Federal funds through the FDEP, provide project name, funding amount (grant and match, if applicable), and FDEP Agreement No.(s):

D. PROJECT BACKGROUND:

Describe how why there the need for this project. This may be any decision-making process(s) and/or legislative mandate(s) and/or stormwater master plan(s) and/or operations and maintenance plan(s) that identifies this project as a priority and/or describes how this project will benefit water quality in the project area.

E. PROJECT LOCATION:

If the project is covering a large area, please describe the extent of the project area, and include the centroid latitude/longitude. If known, additional latitudes/longitudes may also be included. If available, please attach GIS files (maps) for the project(s).

- 1. Geographic Location of Project (e.g. city, county, street address): _____

- 2. Size of Project Impact (area needed to build project): _____
- 3. Size of Area Being Treated: _____
- 4. Latitude (decimal degrees): _____
- 5. Longitude (decimal degrees): _____

F. PROJECT FUNDING REQUEST:

- 1. **PROJECT FUNDING REQUEST AMOUNT:** \$ _____
- 2. **TOTAL COST:** *(Sum of Proposed Project Funding Request and Entity Local Commitment amounts)*
\$ _____

3. DESCRIBE THE PROJECT COST UNDER THESE THREE CATEGORIES:

(a) **Capital Cost:** *Capital costs are fixed, one-time expenses incurred on the planning, permitting, site preparation, purchase land or easements, buildings, construction, and equipment used in the project to render the service. In other words, it is the total cost needed to bring a project to an operable status. Keep in mind that the monitoring plan is designed before starting the implementation of your project.*

(b) **Operational Cost:** *Operating costs are expenses associated with the maintenance and administration of the proposed project on a day-to-day basis. Please describe anticipated costs of: monitoring, supplies, rental equipment, repair and maintenance, utility usage, salary and wage expenses, and other operational costs.*

When appropriate, link costs to volume of treatment. For example, the volume of water treated, or area of treatment may correspond with the volume of supplies consumed during water treatment.

- (c) **Demobilization and After-Action Report Cost:** *FDEP grants will require the grantee to provide an After-Action Report. The Report is a key activity for demonstrating that the project has met FDEP grant requirements and will quantify the suitability of the method for future use.*

The after-action report will describe how the project site has been returned to the pre-project condition and that the cost to quantify performance (monitoring) and generate the Demonization and After-Action Report should be described. Reports for the Grantee (DEP) will include both a financial summary as well as the results achieved by the project.

4. **Does the total cost shown above equal the total cost of the entire project?** *(i.e., project will be fully funded if project is selected for funding with the requested amount and local funds and/or match commitment provided):*

Yes No

If no, what is the total cost of the proposed project *(e.g., funding request is for a phase of a larger project or there are other expected funding contributing partners):* \$ _____

If no, what are the other funding sources for the total cost of this project?
List all expected funding sources and amount required to complete the project:

G. COST EFFECTIVENESS:

Describe how this project is cost effective for its stated purpose. For all projects, describe how the cost effectiveness of the project will be measured, including the methods used (e.g. monitoring, cost comparison to current processes, etc.).

H. PROPOSED PROJECT READINESS TO PROCEED:

1. **Design Status:** *(check applicable)*

- Design is not required for this project.
- Project is 100% designed
- Project is between 60% and 100% designed
- Project is partially designed but less than 60%
- Project is at the conceptual stage, design has not started

2. **Permit Status:** *(check applicable)*

- Permits are not required for this project
- Project is fully permitted (100%).
- Between 50% and 100% of the permits have been obtained
- Less than 50% of the permits have been obtained
- Permitting process has begun but no permits have been obtained
- Permitting process has not started

3. **Project Start Date:** *(check applicable)*

- Project construction/eligible grant can start immediately after of notice of funding award.
- Project construction/eligible grant can start within 6 months of notice of funding award.
- Project construction/eligible grant can start within 12 months of notice of funding award.
- Project construction/eligible grant can start after 12 months or more after notice of funding award.

4. **Length of Time Expected to Complete Proposed Project:**

How long will the entire project take to complete, if requested amount covers all work for the entire project? If part of a larger project, how much time will be needed to complete all work for the funding requested and local funds and/or match commitment provided?

Include the estimated timeframe in number of months for each applicable task so that the reviewers will know how much time is needed, regardless of when the project evaluation process takes place. Note that tasks may take place concurrently (e.g., monitoring may take place throughout the entire project period). If tasks are performed concurrently, do not add time to the overall project timeframe unless the task(s) need additional time to complete.

Add applicable tasks if they are not listed below. If a task does not apply for the proposal, mark the task N/A so that reviewers will know that this section was not overlooked.

Do not include the time for work that has already been completed (which is not eligible for grant funds).

No. of Months for Design and Permitting: _____

No. of Months for Bidding/Subcontracting: _____

No. of Months for Construction/Implementation: _____

No. of Months for Verification of Success: _____

No. of Months for Reporting: _____

Total No. of Months to Complete: _____

I. ADDITIONAL PROPOSAL INFORMATION: *Please complete as applicable.*

1. **Is the project expected to be located in or primarily benefit a financially disadvantaged community?** (e.g., Rural Economic Development Initiative)?

Information on REDI can be found at the following website: <https://floridajobs.org/community-planning-and-development/community-partnerships/rural-economic-development-initiative>.

Yes No

If yes, name the community: _____

2. **Does the Proposal Organization have an O&M plan and expected funding identified (including in-kind contributions) that will be needed to operate and maintain this proposed project?**

Yes No

If yes, describe. _____

PART II: PROJECT WATERSHED CHARACTERISTICS

A. WATERBODY ADDRESSED:

1. Provide the name of the waterbody(s) that this project addresses: _____

2. Provide the WBID number(s) for the waterbody segment(s) that this project addresses.

Waterbodies are typically divided into segments which are identified by Water Body Identification (WBID) numbers. Water quality impairments are associated with the WBIDs, not the entire waterbody. Here is a link where that information can be found: <https://floridadep.gov/dear/watershed-assessment-section/content/basin-411-0>

3. List the parameter(s) for which the waterbody is impaired, if applicable.

4. Does the project treat water that discharges directly into an impaired WBID(s)?

Yes No

If yes, identify the **WBID(s)** that the treated water directly discharges into.

If no, then describe how the project contributes to reductions of the parameters impairing the WBID(s). (e.g. does the unimpaired receiving water body discharge into an impaired water body and if so, describe how)

B. IMPLEMENTATION OF A WATER QUALITY RESTORATION PLAN(s):

If available, please attach GIS files for the project(s).

1. TMDL Report Name that project is addressing, if applicable: _____

If addressing a TMDL, identify the pollution reductions and parameters specified in the TMDL: _____

2. Does this project fall within the geographical boundaries of any of the following: *(check all applicable)*

- Developing BMAP
- Adopted BMAP

- Developing RAP
- Adopted RAP

- Developing TMDL Alternative Plan/Alternative Restoration Plan
- Approved TMDL Alternative Plan/Alternative Restoration Plan
- Springshed Area
- Outstanding Florida Spring Springshed Area
- Priority Focus Area for an Outstanding Florida Spring

If any of the above are checked, please complete the following:

(a) Enter name of Water Quality Restoration Plan(s):

(b) Identify if this project contributes to pollutant reductions specified in the Water Quality Restoration Plan(s).

- Yes No

i. If yes, briefly describe the nonpoint source issues or pollutant reductions specified in the Water Quality Restoration Plan(s) that the project is addressing. Include plan page numbers where applicable.

(c) In addition to being located within a Plan area, is this project also listed in the Florida Statewide Annual Report on TMDLs, BMAPs, MFLs, and Recovery or Prevention Strategies (<https://floridadep.gov/star>)?

Yes No

i. If yes, provide the BMAP Project Number: _____

ii. and/or, provide the RAP Project Number: _____

iii. and/or, provide the TMDL Alternative/Alternative Restoration Plan Project Number:

iv. and/or, provide the Recovery or Prevention Strategy/Project Name:

(d) If the project is located within a Springshed Area, Outstanding Florida Spring Springshed Area, or Priority Focus Area for an Outstanding Florida Spring, does the project address: *(check all applicable)*

Water Quality *(describe)*: _____

Water Quantity *(describe how the project will benefit the spring, including quantity of water made available in MGD)*: _____

Is the Project Listed in a Recovery/Prevention Strategy or Identified in a Regional Water Supply Plan as Benefitting an MFL?

If so, name the Strategy and Project Title:

C. LAND OWNERSHIP STATUS: *(check one)*

Land necessary for the construction of treatment infrastructure has been acquired.

Title is held by: _____

Land necessary for the construction of treatment infrastructure is under a legal option to buy (please provide documentation of the option-to-buy and funding to execute the purchase).

Land necessary for the construction of treatment infrastructure is under an easement that allows for construction and access.

PART III: DETAILED PROJECT DESCRIPTION

Include a full description of the proposed project. Project elements that are described on other submitted attachments but are not described in PART III may not be considered as part of the project when evaluating the proposal.

A. Description of the proposed grant funded and (where applicable) local funds commitment activities:
Provide sufficient detail so that the project evaluators will know exactly what is being constructed/implemented and how it will function.

1. Provide a detailed description of all project activities for which grant funding is requested.

2. If applicable, describe how the project is expected to address the issue of harmful algal blooms and how the results will be used to improve the State’s ability to prevent, mitigate or clean up harmful algal blooms.

3. **Objective:** Explain how the activities in the grant funded project proposal will achieve the goals of the FDEP Innovative Technology Grant Program.

4. **Project Effectiveness Evaluation:** Describe how the success of the project will be evaluated, such as water quality monitoring, surveys, etc. Provide enough detail to indicate how activities will be monitored and how the information will be used to improve effectiveness.

5. **Project Funding and Timeline:** *In the table below, provide the estimated funding amounts and timeline for each grant step in the proposed project. Examples of typical descriptions have been provided but can be edited as needed.*

Description	Grant Funding	Estimated Timeframe to Complete Task <i>(mm/dd/yyyy to mm/dd/yyyy)</i>
Design, Permitting	\$	
Construction/Implementation	\$	
Monitoring/Verification	\$	
Final Report	\$	

6. **Additional Information:** Include other relevant information about the project that has not been addressed in the previous questions (e.g., the presence of protected species at the site).

7. Does the project use innovative technologies/BMPs?

For example, stormwater projects that include an extensive treatment train such as a combination of retention ponds, exfiltration trenches, and swales; or enhancements such as denitrification walls, alum and other polymer treatments, electrostatic panels, and parameter specific filters, etc., will be considered more innovative than projects that install a single conventional BMP.

Yes No

If yes, please explain how the BMPs are innovative. For prevention or clean-up technologies, please provide estimates of the technology performance and safety (if the technology involves potentially toxic substances or byproducts), information to support these estimates, and examples of where the innovative technologies have been successfully used.

8. For Agricultural BMP Project Proposals: *Check all that apply and attach supporting documentation, if applicable*

- Project is supported by both state and local grower associations.
- Project complements an existing BMP project or U.S. Department of Agriculture (USDA)

CHECKLIST OF REQUIRED DOCUMENTATION FORM

Include this form in the response under *Subfolder 4*

Proposal to be opened at 2:00 p.m., June 06, 2023.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

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

Subfolder 1 – Organization Profile:

- a) Organizational Details
- b) Proposal Form
- c) Proposed Subcontractors Form
- d) Certificate as to Corporation Form
- e) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications (*form*)
- f) Minimum Qualification Documents

Subfolder 2 – Technical and Scientific Merit:

- a) Proposed Technology Literature
- b) Demonstrate experience in new technology development
- c) Qualifications and capabilities of firm’s management, scientific, and project management teams. (*Similar Projects Form*)
- d) Proposal with project schedule and expanded cost schedule

Subfolder 3 – Financial Stability and Organizational Strength:

- a) Local Project site identified with necessary permissions (Respondent provided documentation)
- b) Right to use intellectual property (Respondent provided documentation)
- c) Provide current insurance coverages (Respondent provided documentation)
- d) Client References Form
- e) Demonstrate long term cost effectiveness (Respondent provided documentation)
- f) Proposed Cost Reimbursement Schedule

Subfolder 4 – Other Proposal Forms:

- a) Innovative Technology Project Information Form
- b) Drug-Free Workplace Form (if applicable)
- c) Checklist of Required Documentation
- d) Other related forms and documents

Note: The above list is provided to assist Respondents in coordinating their proposals and does not relieve Respondents from ensuring that their proposals are complete including all documentation and required forms, statements, etc.

The proposal will be awarded to the Respondent having the highest ranked proposal, which successfully concludes negotiations with the District.

PROPOSED SUBCONTRACTORS FORM

Include this form in the response (*under Subfolder 1*)

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

SIMILAR PROJECTS FORM

Include this form in the response (*under subfolder 2*)

Respondent may provide information below that documents it has performed similar projects (Innovative Technology) prior to the date of this solicitation to demonstrate the qualifications and capabilities of firm's management, scientific, and project management teams. Similar projects must be completed and performed by a member of the proposed project team.

Similar Project 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Similar Project 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Similar Project 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Name(s) of assigned personnel:

Project manager: _____

Others: _____

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the response (under Subfolder 3)

Respondent shall provide three client references, which may include the similar project listed above, to demonstrate the Respondent firm’s financial stability and organizational strength. No more than one reference shall be from the District. (For a similar project listed on the previous form, simply state “Similar Project.”)

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

CERTIFICATE AS TO CORPORATION FORM

Include this form in the response (under Subfolder 1)

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Proposals 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 proposal 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 (under Subfolder 1)

STATE OF _____

COUNTY OF _____

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

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

5. _____ the Respondent that has submitted the attached proposal.

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

DRUG-FREE WORKPLACE FORM

Include this form in the Response (under Subfolder 4)

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 requires 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: _____

PROPOSED COST REIMBURSEMENT SCHEDULE

Include this form in the response (under Subfolder 3)

Proposals to be opened at 2:00 pm E.S.T., June 06, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting proposals for Innovative Technology, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

Respondents are reminded to refer to the section "Preparation and Organization of Proposal Documents" in Section 5 for information to be included with the proposal.

A more detailed cost schedule should be included with Respondent's Proposal (to be included in Subfolder 2).

TOTAL COST*: \$ _____

*(Total Cost must incorporate all related travel and any other anticipated fringe costs.)

Note: because of the FDEP application process and availability of funding, the ultimate project implementation may not occur for an extended period of time, Total Cost proposals should reflect that reality from a staffing and resources availability perspective.

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 proposal and upon award of such proposal, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone Number

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS 38791
INNOVATIVE TECHNOLOGY

Your reasons for not responding to this Request for Proposals are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the procurement staff named in this solicitation no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

**SAMPLE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
INNOVATIVE TECHNOLOGY PARTNERSHIP**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ (“Contractor”), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38791, Innovative Technology Partnership (the “Work”). In accordance with RFP 38791 Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2024, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

- 2. COMMENCEMENT OF WORK.** Contractor shall commence the Work based on an agreed upon Project calendar submitted to and approved by the District's Project Manager. Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent

(.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. **DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause for withholding payment.

5. **OWNERSHIP OF DELIVERABLES.** The Work is specified in the Statement of Work, Attachment A., Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

6. **FUNDING OF AGREEMENT**

For satisfactory performance of the Work, the District agrees to pay Contractor the not to exceed amount of \$ _____ (the "Total Compensation").

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

7. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis for the Work 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, Accounting 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, Contractor shall provide additional supporting information as required to document invoices.
- (b) **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, Contractor 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, Contractor 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.
- (c) **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. Contractor 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.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments 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.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall 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 Contractor 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 shall be paid pursuant to District Administrative Directive 391.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or

(5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(h) **Payments.** The District shall pay Contractor 100% of each approved invoice.

8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
9. **INDEMNIFICATION.** Contractor 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 Contractor, its employees or subcontractors, in the performance of the Work. Contractor 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 Contractor-employees performing under this contract.
10. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
11. **FUNDING CONTINGENCY.** This Agreement is at all times 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 Contractor 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.
12. **PROJECT MANAGEMENT PERSONNEL**
 - (a) 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 submitted via email are deemed delivered on the date transmitted and received.

DISTRICT

TBD, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, FL 32177-2571
 Phone: TBD
 Email: TBD

CONTRACTOR

TBD, Project Manager
 TBD
 TBD
 TBD
 Phone: TBD
 Email: TBD

- (b) 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.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall at all times provide a competent Project Manager, satisfactory to the District. The Project Manager shall not be changed except with the District's consent unless the Project Manager proves to be unsatisfactory to Contractor and/or ceases to be in its employ. All directions given to Contractor's Project Manager shall be as binding as if given to Contractor. If the District has reason to believe that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions and notifies Contractor of such, then that person shall be immediately dismissed from the project and shall not perform any further work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain qualified and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

13. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
 2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

14. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the

terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- (b) **Delay. Contractor** shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten calendar days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten calendar days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

15. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **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 (Attachment C) 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.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five calendar days. Within 15 calendar days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 calendar days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

16. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry

forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to , or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event,

Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

ADDITIONAL PROVISIONS (In Alphabetical Order)

17. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

Contractor: Contractor, its officers, employees, agents, successors, and assigns.

Contractor's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

DAY: All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

HOLIDAY: The following holidays are observed by the District: New Year's Day, Birthday of Dr. Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving (and Friday), and Christmas Day.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

REQUEST FOR PROPOSAL: An advertised solicitation for sealed competitive Proposals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of Proposals, and all contractual terms and conditions.

RESPONDENT: Any person who submits a response to a solicitation.

STATEMENT OF WORK: The District's written directions, requirements, and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL PROPOSAL: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

18. **AUDIT; ACCESS TO RECORDS.** Contractor 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, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

19. BONDS

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (b) **Performance Bond.** A performance bond equal to the Total Compensation is required for fixed price contracts greater than \$200,000. The District may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.
- (c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.
- (e) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the District.

20. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

21. COOPERATION WITH THE INSPECTOR GENERAL (IG), PURSUANT TO §20.055(5)

FLA. STAT. Contractor 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.

22. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

23. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor 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. Contractor **shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. 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 the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

24. DIVERSITY OPPORTUNITIES. The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (contractors and suppliers) 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 sub-contractors. The District will assist Contractor by sharing information on W/MBEs.

25. 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. 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 will be in Putnam

County and any federal legal proceeding shall be in Duval 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.

26. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor 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 Contractor 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.
27. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor 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 Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
28. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
29. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
30. **PUBLIC RECORDS**
- (a) Contractor 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 Contractor 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 Contractor, 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, Contractor 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) Contractor 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. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.

- (c) If Contractor 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:
- (i) 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 Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District’s custodian of public records, Contractor 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.
 - (iii) Contractor 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 Contractor does not transfer the records to the District.
 - (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

IF THE **CONTRACTOR** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE **CONTRACTOR’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

31. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor’s failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to

correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

32. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
33. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
34. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on Holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Michael A. Register, P.E., Executive Director (or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachments:
- Attachment A — Statement of Work (SOW)
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D -- [*Placeholder for FDEP grant-specific terms*]

Exhibit 1 – Performance and Payment Bond

ATTACHMENT A
STATEMENT OF WORK (SOW)

[To be drafted based upon the Successful Respondent's Proposal.]

ATTACHMENT B
INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Investment Manager. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000
- (d) **Professional Liability.** (Per Claim) \$1,000,000 single limit

Note: Mandated insurance coverages may vary depending upon the nature of the Successful Respondent's proposal.

ATTACHMENT C
DISTRICT SUPPLEMENTAL INSTRUCTIONS # 38791

DATE:

TO: _____

FROM: _____, District Project Manager

CONTRACT NUMBER: 38791

CONTRACT TITLE: Innovative Technology

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. Contractor's SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

- DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____

Contractor'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: _____

(Contractor 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: _____
District Project Manager

Acknowledged: _____ Date: _____
Kendall Matott, Contracts Manager

c: Contract file
Financial Services

ATTACHMENT D – FDEP GRANT AGREEMENT

[Placeholder for FDEP grant-specific terms]

EXHIBIT 1 -PERFORMANCE AND PAYMENT BOND

Bond Number _____
Surety Number _____

St Johns River Water Management District Contract Number XXX

BY THIS BOND, we, _____, whose address is _____,
_____, Phone _____, (“Principal”), and _____,
_____ whose address is _____,
Phone _____, a corporation organized under the laws of the state of _____ and licensed
to do business in the state of Florida (“Surety”), bind ourselves and our heirs, personal representatives,
successors, and assigns, jointly and severally, unto the St. Johns River Water Management District (the
“District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, Phone (386) 329 4500, for the use
and benefit of claimants, as defined in §255.05(1), Fla. Stat., in the amount of Total Contract Amount,
\$ _____, for the payment of which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work described in these contract documents, which are incorporated into this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
3. Pays the District all losses and damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat.

Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety’s obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and this Bond fully signed by each party’s undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal

(Official title)
Surety

(Official title)

By: _____

(Typed name) (SEAL)
By: _____

(Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of power of attorney appointing individual attorney-in-fact for execution of Payment Bond on behalf of Surety.