

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FLORIDA WATER STARSM ACCREDITED PROFESSIONAL TRAINING
REQUEST FOR PROPOSALS 39118**

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., October 11, 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 Christina Holloway-Williams, Associate Procurement Specialist, at *chollowa@sjrwmd.com*. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka, FL 32177.

Description of Services:

The objective of this solicitation is to contract with one or more contractors to develop and deliver both online, and in-person training materials to prepare candidates for the Florida Water StarSM Accredited Professional exams. The training is a prerequisite for the exam, which is managed by the Florida Nursery Growers and Landscape Association (FNGLA).

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:

- **1:00 p.m. on November 1, 2023, to**
 - Discuss the responses
 - Finalize the ranking
 - Determine a shortlist of Respondents

The District will negotiate with the Respondents as follows:

- **11:00 a.m., November 7, 2023, to**
 - Negotiate project and associated costs with the top-ranked Respondent (this portion of the public meeting may be closed pursuant to §286.0113, Fla. Stat.)

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 Christina Holloway-Williams 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 Associate Procurement Specialist:

Christina Holloway-Williams, Associate Procurement Specialist Phone: 386-329-4843 Email: chollowa@sjrwmd.com
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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

The Proposal must be submitted in a sealed envelope to:

Christina Holloway-Williams, Associate Procurement Specialist Attn: Office of Financial Services St. Johns River Water Management District 4049 Reid St, Palatka, FL 32177-2571
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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: 39118 Opening Time: 2:00 p.m. Opening Date: October 11, 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. October 11, 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 Proposal in "digital" format on a thumb drive. Instructions for submitting are provided below.

- a. Respondent must follow all procedures for digital submission, or its Proposal may be determined as "non-responsive" and rejected.
- b. *Forms included in this document and all other information requested in this document:* Respondents must submit the fully completed documents by converting or scanning any paper forms to PDF format.
- c. All of the forms in the Request for Proposals package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal in electronic format.
- d. The file-naming conventions for the Proposal shall include:
Proposal submittal: RFP # Respondent's name (abbreviated) Due Date
(Example: RFP _____ ABC Company 09-30-17)
- e. The thumb/jump drive MUST be 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.
- f. Respondents shall provide the following information in their Proposal organized under the subfolders identified below (Responses to the forms can be submitted on reproduced copies):

Subfolder 1: Organization Profile and Required Forms

- a) Organization Details
- b) Proposal Form
- c) Certificate as to Corporation Form
- d) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- e) Drug-Free Workplace Form (if applicable)
- f) Checklist of Required Documentation Form
- g) Proposed curriculum structure and schedule

Subfolder 2: Respondent Qualifications and Experience

- a) Company experience in teaching irrigation fundamentals (using the Similar Projects form provided).
- b) Identify the Project Manager and key staff assigned to the project. Provide resumes summarizing the qualifications and experience of each individual.
- c) Certification in Florida Water StarSM Accredited Professional landscape and irrigation, Irrigation Association Certified Irrigation Contractor (CIC) and Certified Landscape Irrigation Auditor (CLIA).
- d) Client References (using the Client References form provided).

Subfolder 3: Cost Schedule

- a) Proposed training fees.

If you need assistance or have any questions about the format, please email or call Christina Holloway-Williams at chollowa@sjrwmd.com or 386-329-4843.

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 listed below. Place documentation to support these requirements in the applicable Subfolders outlined above.

- a. Respondent shall provide documentation of certification in Florida Water StarSM Accredited Professional landscape and irrigation, Irrigation Association CIC, CLIA.
- b. Respondent shall have three to five years of experience in teaching irrigation fundamentals. (Use the Qualifications-General form provided).

- c. Respondent must provide three client references. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff. (Use the Client References form provided).

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. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her 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 his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

9. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- d. 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;
- e. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- f. Evidence of collusion among Respondents;
- g. Submission of materially false information with the Proposal;
- h. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- i. Respondent is failing to adequately perform on any existing contract with the District;
- j. Respondent has defaulted on a previous contract with the District;
- k. 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;
- l. 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.

10. 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.

11. 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.

12. EVALUATION AND AWARD PROCEDURES

- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
- s. The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.

- t. 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.
- u. In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- v. 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."

13. EVALUATION CRITERIA

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

More than adequate	8	to	10
Adequate	5	to	7
Less than adequate	1	to	4
Not covered in submittal	0		

	Criteria	Weight	Written Submittal Raw Score	Written Submittal Weighted Total
1	<p>Organization Profile and Required Forms</p> <p>a) Organization Details b) Proposal Form c) Certificate as to Corporation Form d) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications e) Drug-Free Workplace Form (if applicable) f) Checklist of Required Documentation Form g) Proposed curriculum structure and schedule</p>	40%		
2	<p>Respondent Qualifications and Experience</p> <p>a) Company experience in teaching irrigation fundamentals (using the Qualifications-General form provided). b) Identify the Project Manager and key staff assigned to the project. Provide resumes summarizing the qualifications and experience of each individual. c) Certification in Florida Water StarSM Accredited Professional landscape and irrigation, Irrigation Association CIC, CLIA. d) Client References (using the Client References form provided).</p>	40%		
3	<p>Cost Schedule</p> <p>a) Proposed training fees.</p>	20%		
	SUBTOTAL (Written Submittal)	100%		

14. EXECUTION OF AGREEMENT

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

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

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

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

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

15. 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.

16. DIVERSITY

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

17. 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.

18. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

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

19. 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.

20. 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, 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

CHECKLIST OF REQUIRED DOCUMENTATION FORM

Include this form in the response under *Subfolder 1*

Proposal to be opened at 2:00 p.m., October 11, 2023.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

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

Subfolder 1 – Organization Profile:

- a) Organizational Details
- b) Proposal Form
- c) Certificate as to Corporation Form
- d) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
- e) Drug-Free Workplace Form (if applicable)
- f) Checklist of Required Documentation Form
- g) Proposed curriculum structure and schedule

Subfolder 2 – Respondent Qualifications and Experience:

- a) Company experience in teaching irrigation fundamentals (using the Qualifications-General form provided)
- b) Identify the Project Manager and key staff assigned to the project. Provide resumes, summarizing the qualifications and experience for each individual.
- c) Certification in Florida Water StarSM Accredited Professional landscape and irrigation, Irrigation Association CIC, CLIA.
- d) Client References (using the Client References form provided).

Subfolder 3 – Cost Schedule:

- a) Proposed training fees.

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.

QUALIFICATIONS - GENERAL

Include this form in the response (under subfolder 2)

Respondent shall have three to five years of experience in teaching irrigation fundamentals and must be documented.

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

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in teaching irrigation fundamentals described in the INSTRUCTIONS TO RESPONDENTS: _____

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

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

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

QUALIFICATIONS — CLIENT REFERENCES

Include this form in the response (under Subfolder 2)

Respondent shall provide three client references, which may include the similar project listed above. 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:

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

_____ 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 1)

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: _____

COST SCHEDULE

Include this form in the response (under Subfolder 3)

Proposals to be opened at 2:00 pm E.S.T., October 11, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting proposals for the Florida Water StarSM Accredited Professional Training, are subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

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

PROPOSED TRAINING FEES*: \$ _____

*(Proposed Training Fees must incorporate all related travel and any other anticipated fringe costs.)

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 39118
FLORIDA WATER STAR SM ACCREDITED PROFESSIONAL TRAINING

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
FLORIDA WATER STARSM ACCREDITED PROFESSIONAL TRAINING

THIS Agreement is entered into on _____, by and between the St. Johns River Water Management District, a public authority, having its principal offices at, 4049 Reid Street, Palatka, Florida 32177-2529 (the “District”) and _____, having its principal place of business at _____ “Administrator”).

BACKGROUND

The District is a public body existing under Chapter 373 of the Florida Statutes dedicated to protecting and managing water resources within eighteen counties in the State of Florida, and supporting Florida’s growth and ensuring the sustainable use of Florida’s water for the benefit of Floridians.

The District has developed an evaluation and certification program that has been adopted in Florida to evaluate the water usage and efficiency of buildings, homes and landscapes known as Florida Water StarSM, including the creation of the Florida Water StarSM certification mark.

The District encourages the use of this program throughout the State of Florida as a standard certification program for the incorporation of water efficiency strategies in buildings, homes, and associated landscapes.

The District, in furtherance of the public interest, and in support of developing the use of Florida Water StarSM as a standardized prescriptive approach to implementing conservation strategies in buildings, homes and landscapes, desires partnerships to expand the Florida Water StarSM certification program.

The Administrator is engaged in the business of developing and administering certification programs for the evaluation of products and systems to recognized performance standards and code requirements.

The Administrator has contracted with the Florida Home Builders Association (“FHBA”) to develop a Certified Ratings program for certifications of home ratings for water conservation in the State of Florida that provides for including the evaluation of homes and landscapes under the requirements of the Florida Water StarSM mark.

The District wishes to partner with the Administrator, including licensing the use of the Florida Water StarSM mark in parallel with the FHBA program; and engage the Administrator to operate the District sponsored program to license use of the Florida Water StarSM Mark in Florida (the “Program”).

The Administrator is willing to assume and carry out its obligations and to perform the services as herein provided for, in return for the compensation specified.

NOW THEREFORE, the parties agree as follows:

**PROGRAM DEVELOPMENT
ADMINISTRATOR RESPONSIBILITIES**

1. The Administrator shall develop the use of Water Star in the Program on behalf of, and in cooperation with, the District. It is the parties' intent to maintain the Program during the term of this contract.
2. The Administrator shall form and consult with an advisory group of subject matter experts (the "Board") in the development of the Program, using applicable recognized standards and protocols for testing and inspection of businesses, homes and landscapes for water conservation efficiency ("Projects") to the certification requirements of the Program. The Board will continue to evaluate the Program after development is complete to ensure that the Program meets the goals of promoting water conservation efficiency.
3. The Administrator shall document certification policies and procedures created by the Board using the nationally recognized ISO/ANSI certification standards and protocols for testing and inspection of Projects for water conservation ratings in a Program Operating Manual. The Program Operating Manual will also incorporate the essential requirements of the [Florida Water StarSM inspection and certification protocols](#) into its policies and procedures.
4. Development of the Program shall include establishing the requirements for use of the Florida Water StarSM Mark (the "Mark") to designate compliance with the Program requirements and the District Florida Water StarSM requirements. It is contemplated that the Mark will be used on certificates issued for compliant Projects, and may be used on rating plates to be affixed to the certified homes. The District shall retain sole ownership of the Mark and license it to the Administrator for purposes of the Program.
5. The Administrator may, with the approval of the District, develop agreements with ISO/ANSI accredited certification companies that may wish to participate in the Program in the future as an alternative method to ensure participants follow the requirements of the Program.
6. The Administrator shall develop a database of Program-qualified test and inspection service providers that may act as evaluators of Projects for purposes of certification ("Accredited Inspectors").
7. The Administrator shall maintain a database of Projects that have been certified within the Program and a public web-based directory of certified Projects.
8. The Administrator shall develop a training presentation for Accredited Inspectors, to explain the logistical requirements of the Program, including the report format and data requirements for compliance with the Program, use of the Mark, and issuance of certifications. The Administrator shall also develop a training system for individuals who wish to become qualified as a Program Accredited Inspector. The Administrator shall develop a scalable web based application for data collection and report processing by Accredited Inspectors (the "Application") accessed through the FHBA website. The Application shall include a database management system to allow storage of inspection and testing data, records and certificates. The Administrator shall engage and supervise a third party hosting and maintenance company to manage the database.
9. The Administrator shall develop and maintain a system for identifying available Accredited Inspectors when a customer requests that the Program assist in procuring an Accredited Inspector.

10. The Administrator shall develop and implement a quality and compliance function, including an audit process to ensure that Accredited Inspectors are meeting the Program requirements, and leveraging use of the Quality Assurance systems operated by accredited testing and inspection agencies participating in the Program. These quality and compliance functions shall include maintaining rights for unannounced, unscheduled, and random inspection and/or testing of Project(s), up to the date of certification, subject to the then current rights of property owners.
11. The Administrator shall be responsible for overall administration of the Program, including all finance and accounting, and the forms to be used in the Program.
12. The Administrator shall facilitate the execution of a Certification Agreement by Project owners to have Projects rated within the Program by the Accredited Inspectors and accredited testing and inspection agencies.

**PROGRAM DEVELOPMENT
DISTRICT RESPONSIBILITIES**

13. The District shall cooperate with the Administrator in maintaining the Program within the timeline milestones identified herein.
14. The license shall be exclusive to the District and may not be transferred or shared by the District for use by a third party without the written permission of the Administrator. The District will continue to maintain the Florida Water StarSM website.
15. The District shall designate at least one and not more than five subject matter experts to serve on the Board to assist the Administrator in the development and monitoring of the Program.
16. The District shall license the use of its Mark to the Program to be used with the certification provided under the Program pursuant to the terms of the District Licensing Agreement attached and incorporated herein as Exhibit A to this Agreement. The District shall maintain registration of the Mark in the United States Patent and Trademark Office. No rights beyond those indicated in the License Agreement are intended to be transferred.
17. The District shall be responsible for providing a public link from its website to the Application database connected to the FHBA website.
18. The District agrees that, once the Program has become fully operational and the District certification projects are transferred or completed, the Administrator shall be the sole administrator for the Program.

ADMINISTRATION

19. The Administrator is responsible for operating and administering the Program, including, but not limited to, the following tasks:
 - A. maintaining the Program Operations Manual, including amending and updating the Program Operations Manual as required for the Program. All amendments to the Program Operating Manual that effect the requirements of the Florida Water StarSM program must be approved in writing by the District;

- B. maintaining participation agreements with program participants for use of the Florida Water StarSM logo.
 - C. maintaining and providing the public upon request a list of qualified Accredited Inspectors;
 - D. designating personnel to review submittals of inspection and testing data;
 - E. maintaining a directory of certified Projects that have been evaluated and certified within the Program, and maintaining and updating the forms used in the Program;
 - F. promptly arranging for the review of the inspection and testing data, and potentially the reevaluation of the project(s) if an evaluation finds non-compliance in an evaluation;
 - G. advising the District, after a finding of non-compliance, with the Program Operations Manual, related to the Florida Water StarSM program, following a review and/or retest, notify the District that certification should be withdrawn for the Projects(s) in question;
 - H. upon the de-certification of a Project, promptly suspending the project from the directory of certified Projects for a temporary period. The customer may elect to submit the home(s) for re-certification in accordance with the Program Operations Manual procedure. If the Project(s) are not re-certified by the end of the suspension period, the Project(s) shall be removed from the directory of certified Projects.
20. Unless required by law or ordered by a court, the Administrator shall hold in strict confidence any and all work performed by Accredited Inspectors within the Program, including the data generated through inspection and testing of homes within the Program, except as necessary for the operation, marketing and review of the Program. However, the Administrator shall provide notice to the District of actions with respect to the quality control review of data, the suspension of a certification, or the removal of a certification from the directory of Certified Homes which, in the determination of the Administrator, are necessary for the proper operation and implementation of the Program.
21. As a Florida governmental entity, the District is subject to Florida Public Records law and must, pursuant to §119.0701, Florida Statutes, provide the following statement:

If the Administrator has questions regarding the application of Chapter 119, Florida Statutes, to the Administrator's duty to provide public records relating to this Agreement, contact the District's Clerk at (386) 329-4127, clerk@sjrwm.com, St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177.

Pursuant to Florida's Public Records law, the Administrator must keep and maintain the public records required by the District to perform this Agreement. Upon request of the District's Clerk, either provide 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 statutory amount. Ensure that exempt or confidential records are not disclosed except as authorized by law during the Agreement and, unless the records are transferred to the District, after the Agreement ends. The Administrator must comply with §119.0701(2)b)4, Florida Statutes, with respect to all public records in its possession at the end of the Agreement.

22. In the event the Administrator receives a subpoena or other legal demand for information or documents held in confidence related to the Florida Water StarSM program, Administrator shall promptly notify the District's Clerk and thereafter comply with the Clerk's requests. If the Administrator receives a subpoena or legal demand that is not a public records request for information or documents held in confidence related to the Florida Water StarSM Program, the Administrator shall immediately notify the District and allow the District a reasonable amount of time to contest the subpoena or demand.
23. The Administrator shall, in the event an inquiry is received regarding a certification, notify the District of the inquiry, and the District shall be the sole judge of the compliance or non-compliance of a Project certification within the Program.
24. The Administrator's assigned staff member or members will meet or consult with District staff, relevant District committees or both as may be requested by District from time to time for advice and counsel on Program policy and procedural matters.
25. The Administrator will cooperate with the District in investigating complaints about the Program received by the District and will assist with random (no more than once annually) audits of individual certifications (no more than ten unless significant non-compliance is discovered). The Administrator shall, on behalf of the District, enter into agreements with customers that will outline the responsibilities of the customer, including the payment of fees for certification of the home(s).
26. The Administrator warrants that if any of its completed services fail to conform to professional standards, Administrator will, at its own expense, perform corrective services to correct such defects, of which Administrator is notified in writing within six months of the completion of services. No other representation expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.
27. The Administrator shall maintain, during the term of this Agreement, at its sole expense, a commercial policy of general business liability insurance from an insurance carrier having an A.M. Best rating of at least A- in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Such insurance shall name the District as an additional insured. The Administrator shall provide a certificate of insurance to the District evidencing such coverage upon request.

EFFECTIVE DATE, DURATION AND TERMINATION

28. Term. This Agreement shall commence upon execution of the document by both parties. The administration term of this Agreement shall commence upon completion of the current contract term and continue for three years and automatically renew for an additional three-year period, unless earlier terminated as herein provided.
29. If either the Administrator or the District is unable to proceed with a Program Development Responsibility for reasons beyond either's control, the parties shall confer and adjust the schedule and responsibilities as necessary to accomplish the Program development with the least possible delay. To the extent the delay of an event is beyond the control of a party, the time for completion of the delayed activity shall be extended for a period of time equal to the period of the delay.

30. The Agreement may be terminated as follows:
- A. By mutual agreement of the parties at any time.
 - B. By the District if it determines that the Program significantly reduces applications for certification or deters local governments from requiring certification. In the event the District wishes to exercise this provision, it shall notify the Administrator in advance and give the Administrator an opportunity to cure of at least ninety (90) days.
 - C. Should either party fail to comply with a material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice if the breaching party fails to correct such breach during the notice period or, if the breach is not capable of being corrected within the notice period, commencing a cure within such notice period and proceeding with due diligence to correct such breach until remedied.
 - D. Immediately upon written notice from one party to the other of the other's willful material violation of this Agreement or fraudulent action.
 - E. By written notice from either party within ninety (90) days before the renewal date.

FEES AND OTHER CHARGES

31. The Administrator will be compensated for the services performed hereunder as follows:
32. Each Project owner shall pay Administrator, either directly or through the Accredited Inspector, a fee at the rates the Administrator determines in consideration of the certification services to be provided under the Program as herein outlined.
33. The Administrator shall be responsible for invoicing the owner, or its Accredited Inspector, for the certification fees required under the Program.
34. The Administrator shall be responsible for the payment of the costs of the administration of the Program through the invoicing and collection of certification fees and shall not seek to have those costs paid by the District.

USE OF NAMES, TRADEMARKS AND REPORTS

35. The District shall make no use of Administrator's trademark in any manner that is not consistent with Administrator's functions and responsibilities under the Agreement.
36. The Administrator shall make no use of District's trademark in any manner that is not consistent with District's functions and responsibilities under the Agreement. The District reserves the right to review and approve in advance all Administrator publications that refer to the District.
37. The Administrator shall have the right to develop and administer similar programs outside of Florida that may include evaluations of water efficiency other than the Florida Water StarSM program system (such as the WERS system developed by the Green Builder Coalition) in other jurisdictions and Administrator is in no way restricted from providing such services through execution of this Agreement. The parties agree that Administrator may submit to the advisory group the addition of other program work within the State of Florida for consideration by the District to include as part of the Program (such as the WERS system developed by the Green Builder Coalition).

CHANGES IN SERVICES

38. Changes to the standards, protocols, Program, Program Operating Manual, or otherwise, that increase or decrease the cost of services related to the Program must be agreed to by both parties before implementation.

MISCELLANEOUS

39. The Administrator will consult with the District regarding the implementation of its administrative function as requested by the District, or as may, in the opinion of the Administrator, be necessary or desirable.
40. The District shall designate a member of its staff with whom Administrator may consult with respect to its performance under this Agreement.
41. The Administrator shall designate a member of its staff with whom the District may consult with respect to its performance under this Agreement.
42. This Agreement may not be assigned by either party without the express written consent of the other, which consent may be withheld with or without cause. This Agreement shall, however, be binding upon and inure to the benefit of any association or corporation or governmental body succeeding to the rights of the respective parties as a consequence of merger, consolidation or operation of law. Notwithstanding the foregoing, the Administrator may elect to reconstitute its operating company without a change in the key personnel of the Administrator, and in such event, the District agrees to consent to the assignment of the legal form of the Administrator to the new entity, upon receipt of appropriate proof of the transfer, proof of financial responsibility, insurance, and proof of continuity of the key personnel.
43. The parties to this Agreement shall use their reasonable best efforts during and after the term of this Agreement to maintain in confidentiality information that may be exchanged among the Parties in the course of carrying out each Party's obligations under this Agreement. The Parties will cooperate to minimize the other Party's obligations of confidentiality by making confidential disclosures in a manner that allows the receiving Party to halt the disclosures and avoid the obligation. Neither party shall use such confidential information in any manner that will unfairly benefit itself or damage the other party. Confidential information includes, but is not limited to, membership lists, vendor information, results of certification testing, business methods, the Databases, and other documentation relating to the administration of the Program. Confidential information does not include anything (including the foregoing) that is not confidential under the Florida Public Records Law and the exemptions thereto.
44. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the District beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Under no circumstances will either party be responsible to the other for any indirect or consequential damages or any third-party claims.

- 45. This Agreement constitutes the complete understanding of the parties hereto and may be modified only in writing duly executed by the parties.
- 46. The laws of the State of Florida govern this Agreement and Florida is the exclusive jurisdiction and venue for any judicial or administrative proceedings arising out of or related to this Agreement. Each party shall pay its own costs and expenses, including attorney’s fees and both parties waive the right to jury trial.
- 47. In the event that any dispute arises hereunder between the parties, the parties shall first attempt to resolve such dispute through a meeting to conciliate the problem. If such conciliation meeting is unsuccessful, the parties agree to submit such dispute to a third-party mediator acceptable to the parties.

Each party is signing this Agreement on the date below its signature. The date of the last signature shall be the effective date and shall be inserted in the introductory paragraph.

St. Johns River Water Management District

TBD

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

Attachments:

- Attachment A – Statement of Work (SOW)
- Attachment B – Insurance Requirements

ATTACHMENT A

STATEMENT OF WORK (SOW)

I. INTRODUCTION

Florida Water StarSM (FWS) is a certification program for new homes and commercial buildings that use less water in landscapes, irrigation systems and indoors. The program was developed by and is owned by the St Johns River Water Management District.

Accredited professionals (APs) are landscape or irrigation professionals who have chosen to attend training, and then take and pass an exam administered by the Florida Nursery Growers and Landscape Association. APs are qualified to design or install a landscape or irrigation system for Florida Water StarSM projects. Although not required, working with an AP can increase an applicant's ability to achieve certification.

II. OBJECTIVE

The objective of this Statement of Work is to contract with up to one entity to develop and deliver both online, and in-person training materials to prepare candidates for the Florida Water StarSM certification exam. The training is a prerequisite for the exam which is managed by the Florida Nursery Growers and Landscape Association (FNGLA).

III. SCOPE OF WORK

The Contractor will work with the District's Florida Water StarSM coordinator (Project Manager) to develop and deliver FWS AP certification training, both online and in-person, to irrigation and landscape professionals, as described within this Statement of Work.

IV. TASK IDENTIFICATION

- Create, produce and present both online and in-person training program to prepare landscape and irrigation professionals for the FWS AP Exam managed by the Florida Nursery Growers and Landscape Association.
- Schedule two or more in-person training classes (6-hour minimum) in collaboration with the FWS Coordinator.
- Develop an online version or modules of the FWS AP training for attendees to access.
- Training should cover all program criteria, program structure and background water resource material.
- Provide proof of attendance for all attendees should be provided to the project manager.
- Collaborate with the project manager on scheduling and finalizing program materials. Ensure that district staff reviews all training modules in advance of the launch.

V. DELIVERABLES

Complete online and in-person training to prepare attendees for the FWS AP exam administered by the FNGLA.

VI. TIME FRAMES

Training should be ready for delivery by January 1, 2024. This contract expires on September 30, 2026, and will auto-renew for an additional two years if each party agrees. (September 30, 2028).

VII. COST SCHEDULE

The contractor will determine the appropriate fees for online and in-person training to include facilities, lunch (sponsor allowed) access to online modules.

ATTACHMENT B
INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant'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. Consultant 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 Consultant claims an exemption from workers' compensation coverage, Consultant 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, Consultant 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