



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

March 29, 2019

Interested Firms

Re: Quote/Proposal Request, 34268 – Orthophosphate-Nitrate/Nitrite Continuous Flow Analyzer

The St. Johns River Water Management District (District) desires to purchase an Orthophosphate-Nitrate/Nitrite Continuous Flow System (PO4/NOX). The PO4/NOX System shall have a sampling device, a peristaltic pump, a reaction cartridge or manifold, a colorimeter or detector and data acquisition software.

Respondent's quote/proposal must provide the District with all the information that is requested in this solicitation. The quote/proposal should clearly describe the equipment and how the equipment meets the Minimum Required Qualifications and Characteristics for the PO4/NOX System listed in Attachment A – Technical Specifications. The Respondent must also provide information regarding the Preferred Qualifications and Characteristics for the PO4/NOX System as described under Section C. The submittals will be evaluated by the District's Evaluation Committee.

If you are interested in this project, email your quote/proposal as a PDF attachment to Carol Taylor Miller by 5:00 p.m. on **April 19, 2019**. The email address is cmiller@sjrwmd.com. The Subject line in the email must state **Quote 34268 PO4NOX**.

If you need assistance or have any questions about submitting your quote/proposal, please email Carol Taylor Miller at cmiller@sjrwmd.com or call 386-329-4170. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

It is anticipated that the District will issue a Purchase Order to the Respondent having the highest ranked Quote/Proposal, which successfully concludes negotiations with the District (the "Successful Respondent").

This letter is forwarded to you as an offer to provide a quotation based on the information and requirements provided herein, including the technical specifications stated in Attachment A.

The quotation shall include all costs associated with the commodity and services to be provided. The description of these costs is in the Cost Schedule. All information **must be** completed as stated in the Cost Schedule.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2023).

1. Opening of Submittals

- a. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts submittals 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 submittals, whichever is earlier. This exemption is not waived by the public opening of submittals.
- b. Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the response is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
- c. Respondents shall bear all costs associated with preparing and submitting responses to this Quote/Proposal Request, and the subsequent evaluation phase. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome of the qualification process.

2. Inquiries and Addenda

- a. District staff are not authorized to orally interpret the meaning of the Quote/Proposal Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote/Proposal Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of submittals in order to be considered. Requests must be submitted by email to cmiller@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote/Proposal Request opening.
3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Submittals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

3. Evaluation and Award Procedures

- a. The submittals will be evaluated by a staff 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 quotes and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of submittals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting.
- 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 Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
- d. The District will examine the submittals to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
- e. Following the evaluation process, negotiations will commence with the Respondent submitting the highest-ranked quote. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
- f. The Purchase Order will be awarded to the Respondent having the highest ranked quote/proposal, which successfully concludes negotiations with the District (the “Successful Respondent” or “Provider”). The Purchase Order may be modified based on the District’s acceptance of any alternatives listed in the quote/proposal that the District deems in its best interest.
- g. If two or more submittals are equal in all respects, the Purchase Order will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
- h. The District reserves the right to award a Purchase Order to the next highest ranked and available Respondent in the event the Successful Respondent fails to acknowledge the Purchase Order in writing, or the Purchase Order with said Respondent is terminated within 90 days of issuance.
- 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.”

4. Disqualification of Respondents

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

- a. Contacting a District employee or officer other than Carol Taylor Miller, the procurement specialist assigned to this solicitation action, about any aspect of this Quote/Proposal Request before the notice of intended decision is posted.
- b. Submission of more than one response 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 submittal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work or provide the equipment;
- 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.

5. Rejection of Quote/Proposal

- a. Quote/Proposal must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes/proposals will not be considered. Submittals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.
- b. The District also reserves the right to reject any and all submittals when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Diversity

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

7. 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 list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or 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.

8. Notices and Services Thereof

- a. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *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.
- b. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
- c. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

9. Protest Procedures

- a. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
- b. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.
- c. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

10. Minimum Qualifications for the PO4/NOX System

Respondent must use the "Qualification" forms (General and Similar Commodity Sales) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the submittal may be considered non-responsive.

- a. Respondent (or a combination of the firm, individual or project manager assigned to this sale) must have completed at least two sales of a similar commodity (Continuous Flow Analyzer) in the past three years. Each Commodity sale must have had a value of at least \$30,000.
(District forms; Include under Section A)
- b. The Respondent's PO4/NOX System must meet all the minimum qualifications listed in Attachment A — Technical Specifications. Respondents are required to include copies of independent laboratory tests, peer reviews, agency certifications, and other independently produced documentation or Respondent-produced documentation with their submittal to demonstrate compliance with the Technical specifications.
(Respondent-provided documentation; label and include under Section B)

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any submittal 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 Purchase Order and provide the commodities and related services in a manner acceptable to the District within the period specified.

11. Responses

The District invites interested parties that meet the minimum qualifications contained herein to submit information regarding their products and related service offerings. Respondents must submit documentation as outlined in the following sections, dividing the submittal into the named sections.

Section A Respondent **must** submit the following fully completed documents – District provided forms are attached.

- a. Proposal Form
- b. Cost Schedule
- c. Certificate as to Corporation
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications (General, Similar Commodity Sales, and other required qualifications forms)
- f. Drug-Free Workplace

Section B Respondent's Documentation Demonstrating Conformance to the **Minimum** Required Qualifications and Characteristics for the PO4/NOX System listed in Attachment A (Respondent provided documentation)

- a. General Requirements
- b. A Colorimeter or Detector
- c. A Sampling Device
- d. Warranty and Service Contract
- e. Data Collection Software
- f. A reaction cartridge or manifold
- g. Tangibles
- h. Method Compliance
- i. Guaranteed Instrument Performance Specifications
- j. Durability and Maintenance of Equipment

Section C Preferred Qualifications and Characteristics for the PO4/NOX System (See Evaluation Criteria – Paragraph 12)

a. Preferred Specifications – General

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred general specifications

(Respondent-provided evaluative documentation)

b. Preferred Specifications – Detector

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred detector specifications

(Respondent-provided evaluative documentation)

c. Preferred Specifications – Sampler

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred sampler specifications

(Respondent-provided evaluative documentation)

d. Preferred Specifications – Warranty and Service Contract

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred warranty and service contract specifications

(Respondent-provided evaluative documentation)

e. Preferred Specifications – Software

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred data collection software specifications

(Respondent-provided evaluative documentation)

f. Preferred Specifications – Manifold

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred manifold specifications

(Respondent-provided evaluative documentation)

g. Preferred Specifications – Tangibles

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred tangible specifications

(Respondent-provided evaluative documentation)

h. Preferred Specifications – Method Compliance

Provide explanation as to what extent the proposed PO4/NOX System complies with the preferred method compliance specifications

(Respondent-provided evaluative documentation)

i. Preferred Specifications – Guaranteed Instrument Performance Specifications

Provide a list of the guaranteed instrument performance specifications and describe how the PO4/NOX System will meet the guaranteed specifications relative to Attachment A — Technical Specifications

(Respondent-provided evaluative documentation)

j. Preferred Specifications – Durability and Maintenance of Equipment

Provide explanation as to what extent the proposed PO4/NOX System complies with the durability and maintenance of equipment specifications

(Respondent-provided evaluative documentation)

12. Evaluation Criteria

PO4/NOX System Requirements and Preferred Qualifications and Characteristics are shown in the Evaluation Criteria. The Preferred Qualifications will be scored.

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

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

CRITERIA FOR THE PO4/NOX SYSTEM PREFERRED QUALIFICATIONS AND CHARACTERISTICS		WEIGHT	SCORE	TOTAL
I.	Required Qualifications and Characteristics for the PO4/NOX System			
	<p>A. Include the following Forms under Section A:</p> <ul style="list-style-type: none"> a. Certificate as to Corporation b. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications c. Qualifications Form — General d. Qualifications Form — Similar Commodity Sales e. Drug-Free Workplace Form <p>B. Respondent’s documentation demonstrating conformance to the minimum required qualifications and characteristics for the PO4/NOX System listed in Attachment A. Include the following information under Section B.</p> <ul style="list-style-type: none"> a. General b. Detectors c. Sampler d. Warranty and Service Contract e. Software f. Manifold g. Tangibles h. Method Compliance i. Guaranteed Instrument Performance Specifications j. Durability and Maintenance of Equipment k. Cost 		<p>The Respondent must provide the completed forms with its submittal and meet the requirements of the Technical Specifications to be considered as responsive and responsible to the Quote/Proposal Request. Failure to provide these forms and meet the minimum requirements may result in a “non-responsive” determination.</p> <p>No points or score is awarded for this section.</p>	
II	Preferred Qualifications and Characteristics for the PO4/NOX System. Include the following information under Section C.			
a	<p>Preferred Specifications – General</p> <ul style="list-style-type: none"> 1. The system shall have a compact bench-top design to fit the space constraints of the laboratory.....2% 2. The system shall utilize flow chemistries for all analysis.....3% 3. The system shall be able to analyze PO4 and NOX simultaneously5% 4. The system shall have the capability of adding a third channel to simultaneously analyze for Nitrite (NO2)5% 5. Subtotal..... 15% 	15%		
b	<p>Preferred Specifications – Detectors</p> <ul style="list-style-type: none"> 1. The system is set up such that detectors shall be kept at the same environmental conditions (i.e. temperature) as the analytical manifolds.....3% 2. The system shall be set up such that de-bubbling of sample prior to entering flow cell shall not be necessary.3% 3. Each detector shall have its own light source and is not one light source split between all channels and the reference7% 4. The light source shall be automatically controlled by the software for intensity1% 5. The detector shall have user reduced lamp energy option after a run to prolong lamp life.....1% Subtotal 15% 	15%		
c	<p>Preferred Specifications – Sampler</p> <ul style="list-style-type: none"> 1. The sampler shall have the capacity to hold at least 180 samples.7% 2. The sampler shall have a separate rack for calibration and quality control standards1% 3. The sampler shall have the ability to sample calibration and quality control standards from the same cup as often as required.....1% 4. The sampler shall have the ability to access any cup at any time1% Subtotal 10% 	10%		

d	<p>Preferred Specifications – Warranty and Service Contract</p> <p>1. The system shall have a one year manufactures warranty on parts and labor 1%</p> <p>2. Should instrument down time occur, Vendor shall provide a loaner within 48 hours of request, both during warranty and after warranty period. The loaner shall be free during the warranty period and available at a cost after the warranty (quoted loaner/service cost to be included in this Quotation shall be good for five years)..... 1%</p> <p>3. Vendor must be able to provide instrument support via a service contract. All Vendor support shall be from the Vendor and not a third party. 1%</p> <p>4. Vendor shall provide a loaner/service quote for years two – five within this Quotation 1%</p> <p>5. Vendor shall provide a discount for consumables for years 1 through 5 which will be verifiable on the invoice 6%</p> <p>6. Vendor shall ship equipment and all needed supplies for installation at no cost to the District. 5%</p> <p>Subtotal 15%</p>	15%		
e	<p>Preferred Specifications – Software</p> <p>1. The system shall maximize the ability and experience of lab staff to integrate sample prep, sample table output, data output via parser and review routines with existing data upload software and LIMS 4%</p> <p>2. The system shall have the ability to monitor and record manifold temperatures for each run such that they can be retrieved at a later date for audit purposes 2%</p> <p>3. The instrument conditions shall be logged and retrievable later for audit purposes 1%</p> <p>4. The system shall have fully integrated leak detection and emergency stop system 2%</p> <p>5. The system shall have the ability to reduce pump wear by slowing peristaltic pump or releasing pressure on pump tubes..... 4%</p> <p>6. The system shall be able to import sequence files using Microsoft© Excel, text or CSV (comma-separated value) files..... 1%</p> <p>7. The system shall be able to export results to the District’s Laboratory Information Management System using Microsoft© Excel, text or CSV (comma-separated value) file 1%</p> <p>Subtotal 15%</p>	15%		
f	<p>Preferred Specifications – Manifold</p> <p>1. The system manifold shall be heated to a consistent method temperature without the use of water baths 3%</p> <p>2. The system shall use 1mm or 2mm bore manifold tubing 1%</p> <p>3. All fluidic pathways of manifolds must be easily viewable for monitoring and troubleshooting purposes..... 1%</p> <p>Subtotal 5%</p>	5%		
g	<p>Preferred Specifications—Tangibles</p> <p>1. Interchangeability of spare parts and equipment with existing instrumentation 3%</p> <p>2. Ordering bulk supplies at reduced rates due to existing instrumentation 3%</p> <p>3. Is instrumentation currently being used by labs such as SWFWMD, SFWMD and DEP. This is for assessing troubleshooting possibilities..... 3%</p> <p>4. Vendor providing an instrument discount to customer 1%</p> <p>Subtotal 10%</p>	10%		
h	<p>Preferred Specifications – Method Compliance</p> <p>1. Comply with methodology for US EPA Method 365.1 R2.0 1993 for PO4 and 353.2 R2.0 1993 for NOX 2%</p> <p>2. Include an SOP that references and is compliant with the US EPA Methods listed in (a)..... 2%</p> <p>3. Vendor must provide documentation supporting abilities of instrument to analyze PO4/NOX 1%</p> <p>Subtotal 5%</p>	5%		
i	<p>Preferred Specifications – Guaranteed Instrument Performance Specifications</p> <p>Provide a list of the guaranteed instrument performance specifications and describe how the PO4/NOX System will meet the guaranteed specifications relative to Attachment A — Technical Specifications 5%</p>	5%		
j	<p>Preferred Specifications – Durability and Maintenance of Equipment</p> <p>Upfront support, maintenance agreements and extended warranty, options that reduce the cost of support services should be listed as an option 5%</p>	5%		
TOTAL		100%		

13. Issuance of a Purchase Order

Submittal of a Quote/Proposal binds the Successful Respondent to provide the commodities that are the subject of this solicitation upon acceptance of the Quote/Proposal and acknowledgement of the Purchase Order.

Unless all Quote/Proposals are rejected, a Purchase Order (“Purchase Order”) will be provided to the Successful Respondent, who must acknowledge the Purchase Order to the District in writing within ten days of the date of receipt. The District will not issue the Purchase Order until the Successful Respondent provides the following:

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

The Purchase Order will not be binding until executed by the District. The District reserves the right to cancel award of the Purchase Order without liability at any time before the Purchase Order has been delivered to the Successful Respondent.

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

14. Examination of Purchase Order Documents

Respondent is solely responsible for being fully informed of and carefully examining the Purchase Order documents under which the Work is to be performed. Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material and equipment necessary to perform the Purchase Order and to provide the commodities and related services 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 issuance of the Purchase Order, will affect or modify any of its terms.

15. Non-Conformance with Specifications

The District may return and reject any equipment, material and/or services delivered to the District that does not conform to Attachment A — Technical Specifications.

16. Warranty

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

In the event of breach of this warranty, Respondent shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. Respondent is responsible for all costs incidental to the repair, replacement, redesign, and testing of the Commodities. Respondent shall

be afforded necessary and reasonable access to perform warranty work. If Respondent, upon notification of breach of warranty, does not promptly take steps to correct the breach, the District may correct the breach without waiving any other rights or remedies it may have, at law or otherwise, and Respondent shall reimburse the District for all expenses reasonably incurred in performance of such corrective action.

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

FORMS

QUOTE/PROPOSAL FORM

This form to be included in submittal

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Quote/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 Quote/Proposal or in the Purchase Order to be issued; that this Quote/Proposal is made without connection with any other person, company, or parties submitting a Quote/Proposal; and that this Quote/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 Purchase Order, and that no such person shall have any such interest at any time during the term of the Purchase Order, should it be awarded to Respondent.

Respondent further declares that it has examined the Purchase Order Terms and Conditions and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the technical specifications for the Commodities and any other documents relative thereto; it has read all of the addenda furnished prior to the Quote/Proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Commodities to be supplied.

Respondent agrees that if its Quote/Proposal is accepted, Respondent shall contract with the District, and shall furnish everything necessary to supply the commodities and services in accordance with the time for completion specified in the Purchase Order, 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

E-mail address

Signature _____
Telephone number

Typed name and title

COST SCHEDULE

This form to be included in Quote/Proposal submittal

Submittal deadline is 4:00 p.m. on **April 19, 2019**

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Quotes/Proposals for Orthophosphate-Nitrate/Nitrite Continuous Flow System (PO4/NOX). subject to the terms and conditions of the Purchase Order, the undersigned proposes to provide the commodity and perform the services for the price contained in the following schedule (fill in all blanks). District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to Paragraph 11 Responses in this solicitation for information to be included with the submittal.

1. Total Quotation Amount for the PO4/NOX System.....	\$ _____
<i>Provide a cost breakdown for the PO4/NOX System indicating the costs included for the accessories and components that comprise the system</i>	
2. On-site Installation and Training (District HQ, Palatka) – Three days.....	\$ _____
3. Annual Service and Maintenance of PO4/NOX System after first year warranty	
a. Year 2	\$ _____
b. Year 3	\$ _____
c. Year 4	\$ _____
d. Year 5	\$ _____
Total for Annual Service and Maintenance of PO4/NOX System.....	\$ _____
4. Total Quotation Amount	\$ _____
Delivery date or time in weeks based on a purchase order date of May 6, 2019: _____	
5. Cost to provide expedited delivery to reduce above delivery time by 50%	_____

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

Respondent (firm name) _____
Date

Address

E-mail address

Signature _____
Telephone number

Typed name and title _____
Fax number

CERTIFICATE AS TO CORPORATION

This form to be included in submittal

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 Purchase Order, 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

This form to be included in submittal

STATE OF _____

COUNTY OF _____

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

1. I am the owner or duly authorized officer, representative, or agent of: _____, the Respondent that has submitted the attached Quote/Proposal.
2. The attached Quote/Proposal is genuine. It is not a collusive or sham Quote/Proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Quote/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 Quote/Proposal in connection with the Purchase Order for which the attached Quote/Proposal has been submitted, or to refrain from proposing in connection with such Purchase Order, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Quote/Proposal of any other Respondent, or to fix any overhead, profit, or cost element of the Quote/Proposal prices or the Quote/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 Purchase Order.
5. The price(s) quoted in the attached Quote/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 Quote/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 Purchase Order to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

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

Notary Public, State of _____ at Large

My commission expires:

(SEAL) _____

QUALIFICATIONS — GENERAL

This form to be included in submittal

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

Name of Respondent: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar commodity sales described in this Quote/Proposal: _____

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 Quote/Proposal 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 Quote/Proposal. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR COMMODITY SALES

This form to be included in submittal

Respondent (or a combination of the firm, individual or project manager assigned to this sale) must have completed at least two sales of a similar Commodity described in this Quote/Proposal in the past three years. Each Commodity sale must have had a value of at least \$30,000. (Add additional sheet for optional additional completed Commodity sales.)

Completed Commodity Sale 1:

Client: _____

Current client contact person: _____

Telephone: _____ Fax: _____ E-mail: _____

Primary address of client: _____

Description of Project: _____

Commodity value): _____

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

Name(s) of key or assigned personnel:

Completed Commodity Sale 2:

Client: _____

Current client contact person: _____

Telephone: _____ Fax: _____ E-mail: _____

Primary address of client: _____

Description of Project: _____

Commodity value): _____

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

Name(s) of key or assigned personnel:

DRUG-FREE WORKPLACE FORM

This form to be included in submittal

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

1. Publishes a statement notifying employees that 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 employees for violations of such prohibition.
2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under Proposal, 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 under Proposal a copy of the statement specified in paragraph 1, above.
4. 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
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PO4/NOX CONTINUOUS FLOW ANALYZER
QUOTE/PROPOSAL REQUEST 34268**

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

Please check (as applicable):

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

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

PURCHASE ORDER — TERMS AND CONDITIONS

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

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by the Successful Respondent (also referred to as “Seller”), either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (the “District”). Neither Seller nor District may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code – Article 2, Sales; chapter 672, Fla. Stat.
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by District. District reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the District receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. District may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by District. Rejected goods will be returned to Seller at Seller's risk and expense. District has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of District.
8. In the event of a default or breach by the Seller, which results in a cost increase to District, District may procure articles or services from other sources and charge Seller as liquidated damages any excess costs.
9. All materials, drawings or other items provided by District to Seller remain the property of District and will be returned to District upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of District.
10. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against District, and hold and save District harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods

11. District is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
12. In accordance with chapter 442, Fla. Stat., Seller will advise District if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
14. Pursuant to chapter 760, Fla. Stat., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
15. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, Fla. Stat., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to §216.347, Fla. Stat., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District (the "District") and Contractor under the terms and conditions contained herein when accepted by Contractor, either by signed acknowledgment or by the commencing performance of the services provided for herein (the "Work"). Contractor shall timely and fully perform the Work as set forth in the specifications or Statement of Work, and shall not be sublet or assign the Work, in whole or in part, without District's prior written consent. This Order constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.
2. **Audit.** Contractor shall allow District until the expiration of five years after expenditure of funds under this Order to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Contractor must fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor must seek clarification and resolution thereof by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District no later than 15 days after the precipitating event. If not resolved by the District's 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. This determination shall constitute final District action, which shall then be subject to judicial review. Contractor must complete the Work in accordance with said determination, which does not waive Contractor's position regarding the matter in dispute.

5. **Funding contingency.** This Order 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. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Order shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge District, its officers and employees, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from Contractor's performance of the Work, including Contractor's partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are District agents or employees. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compensating Contractor's employees, including benefits, and for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold District harmless from any failure to comply with such laws.
8. **Insurance.** Contractor warrants that it has workers' compensation insurance *in not less than the minimum requirements of Florida law*. If an exemption from workers' compensation coverage is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to District. Contractor shall secure and maintain such liability insurance as may be required by District to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.
9. **Interest in Contractor's Business; Non-Lobbying.** Contractor certifies that no District officer, agent, or employee has or will have any direct or indirect material interest, as defined in chapter 112, Fla. Stat., in Contractor's business under this Order. Any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency. (§216.347, Fla. Stat.)
10. **Ownership.** All deliverables, including Work not accepted by District, are District property when Contractor has received compensation therefor. All ownership rights belong to District, including the right to copyright, trademark, and patent the Work. Work subject to copyright is a "work made for hire" as defined by United States copyright laws. All documents, including draft final reports, original drawings, estimates, programs, manuals, specifications and field notes developed, secured or used in performing the Work are District property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to District for prior review and comment. Contractor certifies that the Work does not and will not infringe on any patent rights.
11. **Payment and release.** Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide District a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against District arising from the Work. District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment when necessary to protect District from loss as a result of defective Work not remedied or any other material breach hereof.
12. **Permits and licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. 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.

13. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
14. **Public records.** District reserves the right to unilaterally terminate this Order for Contractor's refusal to allow public access to all documents subject to chapter 119, Fla. Stat., that are made or received by the Contractor in performance of the Work.
15. **Termination.** District may terminate this Order, or any part thereof, without cause, upon ten days written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Order to the effective date of termination. Alternatively, District may terminate this Order for cause on ten days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, District may take possession of and finish the Work by whatever method(s) District deems expedient.
16. **Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Order is subject to the laws of Florida. In the event of any legal proceedings related to this Order, venue shall be in Duval County if the Work is performed in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties; or in Orange County if the Work is performed in Brevard, Flagler, Indian River Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties. If the Work is performed in multiple counties such that venue may lie in Duval and Orange counties, venue shall lie in Duval County. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.

ATTACHMENT A — TECHNICAL SPECIFICATIONS

The District is seeking to purchase an Orthophosphate-Nitrate/Nitrite Continuous Flow (PO4/NOX) System. The PO4/NOX System shall have a sampling device, a peristaltic pump, a reaction cartridge or manifold, a colorimeter or detector and data acquisition software.

Required Qualifications and Characteristics for the Orthophosphate-Nitrate/Nitrite Continuous Flow Analyzer System

1. The Respondent's PO4/NOX System must meet all the minimum qualifications listed in below. Respondents are required to include copies of independent laboratory tests, peer reviews, agency certifications, and other independently produced documentation or Respondent-produced documentation with their Proposal to demonstrate compliance with the Technical Specifications.

2. The Orthophosphate – Nitrate/Nitrite Analyzer System must include:

A. General Requirements:

1. New components and be a model currently in production – refurbished, remanufactured, or demonstrator equipment is not acceptable
2. The capability to assist analyst during startup, shutdown and optimization with some form of automation, due to the District's heavy sample load.
3. A working MDL (Method Detection Limit) as determined by an MDL study, equal to or less than our current working MDL for PO4 of 0.012 mg/L and NOX of 0.01 mg/L.
4. A working PQL (Practical Quantitation Limit) equal to or less than our current working PQL for PO4 of 0.04 mg/L and NOX of 0.04 mg/L.
5. A working range must be equal to or greater than our current working range for PO4 of 0.04 - 3 mg/L and NOX of 0.04 – 3 mg/L.
6. A passing data set for all necessary implementation/validation QC after installation and setup and prior to official acceptance on the instrument.
7. Documentation and/or SOP supporting abilities of instrument to analyze PO4/NOX.
8. Delivery of all necessary supplies and accessories required for the installation, start-up, and testing.
9. Installation and user familiarization training with all software and components of the analyzer (three eight-hour days).
10. A one-year warranty for both hardware and software.

B. A sampling device

C. A peristaltic pump

D. A reaction cartridge or manifold

E. A colorimeter or detector

F. Data acquisition software

G. Data System:

1. Include software for data acquisition, processing and reporting.
2. Be able to import sequence files using Microsoft© Excel, text or CSV (comma-separated value) files.
3. Be able to export results to the District's Laboratory Information Management System (Oracle based) using Microsoft© Excel, text or CSV (comma-separated value) files.

ATTACHMENT B — INSURANCE

Vendor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Vendor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Vendor's General Liability policy shall include Endorsement CG 20 10 04 13, 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 (Endorsement 24 04 05 09, or equivalent) 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. Vendor 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.

1. **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. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
2. **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 Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.