

**THE GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS 42281RFQ27
HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT PROGRAM**

The St. Johns River Water Management District (the “District”) is requesting submittals of qualifications from qualified vendors capable of supplying herbicides and related adjuvants for the District’s Invasive Plant Program. Respondents must provide all documentation necessary to demonstrate compliance with the minimum requirements set forth in this solicitation. Submittals must address all elements of the Scope of Work and comply with the terms and conditions set forth herein.

The District will establish a pool of qualified vendors that will have the opportunity to submit quotes (at the District’s discretion) for the purchase and delivery of specific herbicides and related adjuvants on an as needed basis. Purchases will be made using a District Purchase Order. The purchase period for the agreements awarded pursuant to this solicitation will consist of one three-year term, followed by an option for two one-year renewals. The initial three-year contract term will be from October 1, 2026, through September 30, 2029. The estimated budget for the initial three-year term is \$6,000,000 (\$2,000,000/year).

Further information is available through DemandStar at demandstar.com, Central Bidding at centralbidding.com, the state of Florida’s MyFloridaMarketPlace at myfloridamarketplace.com or the District’s website at sjrwmd.com. Solicitation packages may be obtained from the above portals. Respondents may also request the solicitation package directly from the District.

For all requests or questions relating to this solicitation, please contact:

Shari Chinevere, Procurement Manager

Phone: 386-643-1172 or E-Mail: schinev@sjrwmd.com

PRE-SUBMITTAL MEETING – No Pre-Submittal Scheduled

LAST DAY FOR QUESTIONS – July 1, 2026; 5:00 PM

SUBMITTAL DUE DATE

2:00 PM Friday, July 10, 2026

PLEASE NOTE! Respondent’s Submittal must include all required documents and forms requested in this solicitation or the submittal may be rejected and deemed non-responsive.

It is the responsibility of Respondents who receive this solicitation from sources other than the portals identified above or St. Johns River Water Management District to contact the District’s Procurement staff prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. If you fail to submit a complete and accurate document, the District may deem the offer non-responsive and reject your submittal.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:

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

RESPONDENT NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

PRIMARY E-MAIL ADDRESS (required) _____

SECONDARY E-MAIL ADDRESS (required) _____

TELEPHONE: (_____) _____ YEAR COMPANY WAS ESTABLISHED _____

NAME/TITLE OF PERSON SUBMITTING QUALIFICATIONS: _____

SIGNATURE OF PERSON SUBMITTING QUALIFICATIONS: _____

This document must be completed and returned with your submittal

REQUEST FOR QUALIFICATIONS
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REQUEST FOR QUALIFICATIONS
42281RFQ27: HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT PROGRAM

PART 1 — SCOPE OF WORK

I. Introduction/Background

The St. Johns River Water Management District (District) covers an area of approximately 12,283 square miles spanning 18 counties. The District is the lead manager of more than 434,845 acres of public land, while it manages another 201,633 acres through a variety of partnerships with numerous agencies and local governments. The District is charged with four core missions, including water quality protection, water resource conservation, flood protection and the stewardship of natural systems. Vital to achieving these core missions is the invasive plant management program, which is responsible for the control of nuisance upland and aquatic vegetation on all District-owned conservation areas/restoration areas, including multiple water management areas, 111 miles of federal levees, 100 miles of non-federal levees, 12 major water control structures and six pumping stations. As a contractor for the Florida Fish and Wildlife Conservation Commission, the District also maintains control of nuisance aquatic vegetation in eight public lakes and rivers. Properties located throughout the District's eighteen counties require eradication of undesirable vegetation to prevent spreading and endangering native and desirable vegetation.

The District takes an integrated approach toward achieving invasive management goals in order to minimize non-target impacts and potentially reduce the amount of chemical usage. The variety of methods utilized to maximize efficacy of invasive vegetation control, in addition to chemical control include prescribed burning, biocontrol, mechanical, and water level manipulations where feasible.

II. Objective

The objective of this solicitation is to establish agreements with multiple qualified suppliers for the as-needed purchase and delivery of herbicides and related adjuvants identified in Exhibit 1- Products List during each fiscal year, for three years.

III. Scope

When requested by the District, Supplier shall provide quotes for herbicides, adjuvants, and related delivery costs based on the product list, quantities, delivery location, and any other requirements provided by the District. If issued a District Purchase Order, Supplier shall furnish and deliver the requested products in accordance with the Purchase Order and this Agreement.

- (a) The District reserves the right to issue Purchase Orders to the Supplier that best meets the District's needs for each request.
- (b) Selection for each purchase may be based on price, product availability, delivery timeframe, and any other factors relevant to the District's operational needs.
- (c) Supplier shall not provide products or incur costs unless and until a Purchase Order has been issued by the District.
- (d) The District makes no guarantee of any minimum purchase amount under any resulting agreement.
- (e) This Agreement is non-exclusive. Nothing in this Agreement shall be construed to limit the District's right, in its sole discretion, to purchase herbicides, related adjuvants, or similar products from other vendors or under other contracts, whether now existing or later procured.

IV. Supplier Responsibilities

Supplier shall:

- (a) Provide quotes for requested herbicides and adjuvants using the District-provided quote spreadsheet or other format provided by the District. Qualified Suppliers will provide delivery of all materials purchased to location specified by the District.
- (b) Include product pricing, delivery costs, availability, and estimated delivery timeframe with each quote.

- (c) Furnish and deliver products only after issuance of a District Purchase Order.
- (d) Deliver products to the location specified in the applicable Purchase Order.
- (e) Comply with any special delivery instructions, schedule requirements, or other requirements identified by the District.
- (f) Notify the District within ten calendar days of any action, lapse, change in status, or other condition that causes Supplier to no longer meet the minimum qualification requirements of the solicitation.

V. District Responsibilities

The District will:

- (a) Provide the list of specific herbicides, adjuvants, quantities, delivery location, and any applicable delivery or schedule requirements for each quote request.
- (b) Review quotes based on factors including price, product availability, ability to meet the required delivery timeframe, and the best interests of the District.
- (c) Issue a Purchase Order for authorized purchases.
- (d) Provide product specifications, receipt location, delivery details, and any special requirements in the applicable Purchase Order.
- (e) Make payment in accordance with the Agreement and the District's established payment procedures following delivery and acceptance of the products.

VI. Deliverables

Specific delivery timeframes, product quantities, delivery locations, and other deliverables will be established by the District with each quote request and authorized Purchase Order.

**REQUEST FOR QUALIFICATIONS
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PROGRAM**

EXHIBIT 1 – PRODUCTS LIST

Item	Herbicide	Brand Name	Container Size	Estimated Annual Quantity	
1	2,4-D Amine	Weedar® 64	2.5 Gallon	200	Gallon
2	2,4-D Amine	Weedar® 64	30 Gallon	200	Gallon
3	Aminocyclopyrachlor	Method 240SL	2.5 Gallon	100	Gallon
4	Ammononium salt of imazamox	Clearcast®	1 Gallon	500	Gallon
5	Ammononium salt of imazamox	Clearcast®	15 Gallon	500	Gallon
6	Ammononium salt of imazamox	IMOX	1 Gallon	500	Gallon
7	Ammononium salt of imazamox	IMOX	15 Gallon	500	Gallon
8	Ammononium salt of imazapic	Plateau®	1 Gallon	150	Gallon
9	Ammononium salt of imazapic	Plateau®	15 Gallon	150	Gallon
10	Bark Oil with Dye	Bark Oil	11.25 Gallon	500	Gallon
11	Bark Oil without Dye	Bark Oil	11.25 Gallon	500	Gallon
12	Bispyribac	Airstream	0.125 Pound	500	Pound
13	Defoaming Agent	Alligare Anti-Foamer	1 Quart	100	Quart
14	Defoaming Agent	Foam Buster	1 Quart	100	Quart
15	Dipotassium salt of endothall	Aquathol® K	2.5 Gallon	4000	Gallon
16	Dipotassium salt of endothall	Aquathol® K	250 Gallon	4000	Gallon
17	Dipotassium salt of endothall (granular)	Aquathol® Super K	10 Pound	2000	Pound
18	Dipotassium salt of endothall (granular)	Aquathol® Super K	20 Pound	2000	Pound
19	Diquat bromide	Tribune	2.5 Gallon	1500	Gallon
20	Diquat bromide	Tribune	30 Gallon	1500	Gallon
21	Diquat bromide	Alligare Diquat	2.5 Gallon	1500	Gallon
22	Florpyrauxifen	ProcellaCOR™	1 PDU	10000	PDU
23	Flumioxazin	Semera	2.5 Gallon	500	Gallon
24	Flumioxazin	Clipper™	5 Pound	1000	Pound
25	Flumioxazin	Clipper SC	1 Gallon	500	Gallon
26	Flumioxazin	Schooner	5 Pound	1000	Pound
27	Fluridone	Alligar Fluridone	1 Gallon	150	Gallon
28	Fluridone	Avast! SC	1 Gallon	150	Gallon
29	Fluridone	Sonar® AS	1 Gallon	150	Gallon
30	Fluridone (Pellet)	Alligar Fluridone	20 pound	200	Pound
31	Fluridone (Pellet)	Sonar One	20 Pound	200	Pound
32	Fluridone (Pellet)	Sonar® PR (Percision Release)	20 Pound	200	Pound
33	Glyphosate (Aquatic) 53% AI	Aquamaster	2.5 Gallon	1000	Gallon
34	Glyphosate (Aquatic) 53% AI	Aquamaster	30 Gallon	1000	Gallon

Item	Herbicide	Brand Name	Container Size	Estimated Annual Quantity	
35	Glyphosate (Aquatic) 53% AI	Glyphosate 5.4	2.5 Gallon	1000	Gallon
36	Glyphosate (Aquatic) 53% AI	Glyphosate 5.4	230 Gallon	1000	Gallon
37	Hexazinone	Velpar® L	2.5 Gallon	150	Gallon
38	Hexazinone	Velpar® L	15 Gallon	150	Gallon
39	Hexazinone	Pronone Power Pellets	5.5 Pounds	500	Pounds
40	Hexazinone	Velossa	2.5 Gallon	150	Gallon
41	Isopropylamine salt of imazapyr	Arsenal AC	2.5 Gallon	1500	Gallon
42	Isopropylamine salt of imazapyr	Arsenal AC	30 Gallon	1500	Gallon
43	Isopropylamine salt of imazapyr	Ecomazapyr 2 SL	2.5 Gallon	1000	Gallon
44	Isopropylamine salt of imazapyr	Ecomazapyr 2 SL	30 Gallon	1000	Gallon
45	Isopropylamine salt of imazapyr	Imazapyr 4 SL	2.5 Gallon	1500	Gallon
46	Isopropylamine salt of imazapyr	Imazapyr 4 SL	30 Gallon	1500	Gallon
47	Methylated Seed Oil	DLZ® Droplet Landing Zone	2.5 Gallon	1000	Gallon
48	Methylated Seed Oil	DroplexXTRA	2.5 Gallon	100	Gallon
49	Metsulfuron Methyl	Escort® XP	1 Pound	20,000	Ounce
50	Oil with Dye	Impel™ (red)	2.5 Gallon	250	Gallon
51	Polymer	Polycontrol2	1 Gallon	500	Gallon
52	Sodium salt of asulam	Asulam 3.3	2.5 Gallon	500	Gallon
53	Spreader/Sticker	MSO w LeciTech	1 Gallon	1000	Gallon
54	Spreader/Sticker	MSO Concentrate	2.5 Gallon	1000	Gallon
55	Spreader/Sticker	Atmos ATV	2.5 Gallon	1000	Gallon
56	Sulfometuron methyl	Oust® Extra	64 Ounce	600	Ounce
57	Surfactant	Silenergy	1 Gallon	300	Gallon
58	Surfactant	StrikeLock®	2.5 Gallon	300	Gallon
59	Surfactant	Liberate	1 Gallon	300	Gallon
60	Surfactant	Cide-Kick	30 Gallon	1000	Gallon
61	Surfactant w/PH buffer	L1700 w/LeciTech	1 Gallon	400	Gallon
62	Surfactant w/PH buffer	L1700 w/LeciTech	2.5 Gallon	400	Gallon
63	Systemic acetolactate synthase inhibitor (ALS) (Aquatic)	Galleon* SC	2.5 Gallon	100	Gallon
64	Triclopyr	Vastlan™	2.5 Gallon	500	Gallon
65	Triclopyr	Garlon® 4 Ultra	2.5 Gallon	500	Gallon
66	Triclopyr	Garlon® 4 Ultra	30 Gallon	500	Gallon
67	Triclopyr	Trycera®	2.5 Gallon	500	Gallon
68	Triclopyr	Trycera®	30 Gallon	500	Gallon
69	Triclopyr	Triclopyr 3	2.5 Gallon	500	Gallon
70	Tri-isopropanolammonium	Milestone® VM	2.5 Gallon	200	Gallon
71	Wetting Agent	Big Wet™	2.5 Gallon	50	Gallon

REQUEST FOR QUALIFICATIONS

42281RFQ27:

HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT PROGRAM

PART 2 – GENERAL INFORMATION AND REQUIREMENTS

Thank you for your interest in working with the St. Johns River Water Management District. Please direct questions regarding the submittal documents and specifications to the District's procurement staff member identified on the first page of this solicitation, in writing. We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below.

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on portals identified on the first page of this document.

2.1 MINIMUM QUALIFICATIONS

Respondent must satisfy the following minimum qualifications. Instructions for providing this documentation is provided herein. Failure to provide required documentation as instructed may result in a submittal being rejected as non-responsive.

- (a) Experience: Respondent must have been in the herbicide and adjuvant supply business for a minimum of three years from the date set for the receipt of Qualifications.
- (b) Respondent's List of Products: Respondent must include a list of the herbicides and related adjuvants they are authorized, qualified and capable of providing from Exhibit 1 – Products List provided in the solicitation documents
- (c) For any of the herbicides and adjuvants the Respondent can provide, Respondent must provide a letter from the manufacturer(s) stating that Respondent has been an Authorized Dealer/Distributor or Manufacturer within the state of Florida for at last the three years immediately preceding the date set for receipt of submittals. Failure to provide required documentation may result in the submittal being deemed non-responsive. **Respondent must provide the required information in digital format.**
- (d) Provide a copy of all federal, state, and/or local licenses and certifications required to handle and transport herbicides and related adjuvants.
- (e) One complete set of specimen labels, any supplemental labeling, and the latest Safety Data (SD) sheets covering the products offered must accompany submittal. Each label must carry the appropriate EPA registration number(s) for the material specified. Failure to provide specimen labels and SD sheets may result in the submittal being deemed non-responsive. **Respondent must provide the required information in digital format.**

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 Agreement and complete the Work in a manner acceptable to the District within the time period specified.

2.2 BUDGET ESTIMATE

The estimated budget for the initial three-year term is \$6,000,000 (\$2,000,000/year).

Respondents are cautioned to not make any assumptions from the District's estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

2.3 **SUBMITTAL LAYOUT/ORDER OF DOCUMENTS**

Tab 1 — Respondent's Company profile:

A. Qualifications

1. Describe past and current experience (minimum of three years) in the herbicide and adjuvant supply business.
2. Respondent's list of herbicides and related adjuvants they are authorized, qualified and capable of providing, including manufacturer(s) letter(s).
3. Manufacturer(s) letter stating that Respondent has been an Authorized Dealer/Distributor or Manufacturer within the state of Florida for at least the three years immediately preceding the date set for receipt of submittals.
4. Provide a copy of all federal, state, and/or local licenses and certifications required to handle and transport herbicides and related adjuvants.
5. One complete set of specimen labels, any supplemental labeling, and the latest Safety Data (SD) sheets covering the products offered.
6. Has Respondent (including any parent, subsidiary, affiliate, or predecessor) ever been debarred, suspended, or otherwise excluded from doing business with any federal, state, or local government entity in the United States of America? *(Provide response on company letterhead)*
 - If "No", state "No."
 - If "Yes," please include a brief explanation.
7. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which Respondent has been involved within the last three years.
8. Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Response or a prior entity that Respondent substantially operated or controlled? *(Provide response on company letterhead)*
 - If "No", state "No."
 - If "Yes," please describe the nature and result of those proceedings and the entity involved.

9. Insurance Requirements (Proof of Insurability)

The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A- or greater for the required insurance(s) as set forth in the Agreement.

NOTE! Successful Respondent will be required to obtain and provide a Certificate of Insurance that meets all requirements as stated, references the Agreement number and shows St. Johns River Water Management District named as additional insured.

10. Submittal Acknowledgement Form

11. Addenda Acknowledgement/Cover Page

12. Certificate as to Respondent's Ability to do Business in the State of Florida

13. Proof of Respondent's active registration on www.sunbiz.com

14. Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications

15. Proof of Respondent's active registration with the U.S. Department of Homeland Security's E-Verify system

2.4 **SUBMITTAL SPECIFICATIONS, ASSEMBLY, AND SUBMITTAL**

(a) Submittal requirements:

- (1) **One (1) Original Document** – uploaded into DemandStar or Central Bidding as a single .pdf file.
- (2) **Page Limit** – none, if not otherwise specified herein this document.
- (3) **Page Size** – 8 ½ x 11; oversized pages must be scanned to print out to appropriate page sizes, if necessary.

(b) Assembly requirements:

Submitted in order of submittal layout as listed above – documents should be scanned as PDF or similar format as one complete package.

(c) Submittal requirements:

Complete submittal package – Complete package shall consist of all required information and documents as listed in the Section titled SUBMITTAL LAYOUT/ORDER OF DOCUMENTS. A submittal returned without these documents may deem the submittal non-responsive. The District reserves the right to request additional information from any Respondent prior to award.

2.5 SUBMITTAL EVALUATION

A District Evaluation Committee (Committee) will review the submittal information and research performed by District staff to verify information submitted by Respondents. The Committee will evaluate the Respondent's qualification submittals on a "Pass/Fail" basis using the following list from Section 2.3 above. Submittals must receive an "Acceptable" on all 15 items to be included in the pool of qualified vendors. Respondent must adhere to the organized structure for its submittal as described in section titled SUBMITTAL CONTENTS/ORDER OF DOCUMENTS.

RESPONDENT QUALIFICATIONS CHECKLIST	
HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT PROGRAM	
This will determine which respondents are accepted into the pool of qualified vendors. Each Respondent must receive an "Acceptable" on <u>all</u> 15 qualifying items listed below to be included in the pool of qualified vendors.	
2.3.a.1	Describe past and current experience (minimum three years) <i>(Respondent-provided information)</i>
2.3.a.2	Respondent's list of herbicides and related adjuvants they are authorized, qualified and capable of providing, including manufacturer(s) letter(s) <i>(Respondent-provided information)</i>
2.3.a.3	Manufacturer(s) letter stating that Respondent is an Authorized Dealer/Distributor or Manufacturer within the state of Florida <i>(Respondent-provided information)</i>
2.3.a.4	Copy of Respondent's federal, state, and/or local licenses and certifications required to handle and transport herbicides and related adjuvants <i>(Respondent-provided information)</i>
2.3.a.5	Complete set of specimen labels, any supplemental labeling, and the latest Safety Data (SD) sheets covering the products offered <i>(Respondent-provided information)</i>
2.3.a.6	Has Respondent (including any parent, subsidiary, affiliate, or predecessor) ever been debarred, suspended, or otherwise excluded from doing business with any federal, state, or local government entity in the United States of America? (A "No" or "None" is considered "Acceptable.") <i>(Respondent-provided information)</i>
2.3.a.7	Is there any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which Respondent has been involved within the last three years. (A "No" or "None" is considered "Acceptable.") <i>(Respondent-provided information)</i>
2.3.a.8	Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Response or a prior entity that Respondent substantially operated or controlled? <i>(Respondent-provided information)</i>
2.3.a.9	Properly completed insurance certificate (proof of insurability) <i>(Respondent-provided information)</i>
2.3.a.10	Submittal Acknowledgement Form <i>(District-provided form)</i>
2.3.a.11	Addenda acknowledged <i>(District-provided form)</i>
2.3.a.12	Certificate as to Respondent's Authority to do Business in the State of Florida <i>(District-provided information)</i>
2.3.a.13	Proof of Respondent's active registration on www.sunbiz.com <i>(Respondent-provided form)</i>
2.3.a.14	Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications <i>(District-provided form)</i>
2.3.a.15	Proof of Respondent's active registration with the U.S. Department of Homeland Security's E-Verify system <i>(Respondent-provided form)</i>

2.6 **HOW TO SUBMIT A RESPONSE TO THIS SOLICITATION**

- (a) Respondent's submittal must be submitted in electronic format (no paper copies) either by uploading to DemandStar directly at www.demandstar.com **OR** to Central Bidding directly at www.centralbidding.com (NOT BOTH); **OR** by delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope.

Label all sealed envelopes as follows:

SEALED SUBMITTAL – DO NOT OPEN

Respondent's Name: _____

Request for Qualifications: 42281RFQ27 HERBICIDES AND ADJUVANTS FOR INVASIVE
PLANT MANAGEMENT PROGRAM

Opening Time: 2:00 PM

Opening Date: July 10, 2026

Shari Chinevere, Procurement Manager
St. Johns River Water Management District
District Headquarters
4049 Reid Street
Palatka, FL 32177

****Please note that the U.S. 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. The District is not responsible for and will not accept or consider late submittals due to delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.**

DO NOT SUBMIT VIA EMAIL — THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.

- (b) All blank spaces on the solicitation documents must be typewritten or legibly printed in ink. In the event you decline to submit a response, the District would appreciate submittal of the "No Response Form" provided in this solicitation to describe the reason for not submitting a response.
- (c) Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their submittal documents will open correctly on a non-Respondent-owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response. The file naming conventions for the solicitation must clearly identify specific information such as the solicitation number and Respondent's name (Example: 12345RFP78, ABC Company).

NOTE! A Respondent's submittal may be rejected as non-responsive for:

- (1) Failing to complete all forms.
- (2) Failure to provide all required materials; or
- (3) Otherwise failing to comply with instructions for preparation and organization of submittal.

2.7 **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a response to this solicitation must sign his/her name therein and state his/her address and the name and address of every other person interested in this solicitation as principal.

If a partnership submits a response to this solicitation, state the name and address of each member of the partnership.

If a corporation or limited liability company submits a response to this solicitation, an authorized agent or officer/member must sign the submittal, subscribing the name of the entity with the individual's own name and affixing the corporate seal (if applicable). Such agent or officer/member must also provide the name of the state under which the entity is chartered/formed, and the names and business addresses of the officers/members.

All Respondents must submit evidence of registration with the Florida Secretary of State for doing business in the state of Florida.

All Respondents must certify that all persons or entities having an interest as principal in this solicitation or in substantial performance of the Work have been identified in the submittal forms.

2.8 PROHIBITED COMMUNICATION

To ensure a fair and impartial evaluation process, the District strictly prohibits any communication related to this solicitation with any District office, department, bureau, or employee during the submission and evaluation period, except as expressly authorized in this solicitation. Respondents are specifically prohibited from initiating any contact or communication with any District official or employee involved in the evaluation or consideration of submittals, including but not limited to the Executive Director and members of the Governing Board of the St. Johns River Water Management District, prior to the issuance of an award decision. All communication regarding this solicitation shall be initiated by the District's Procurement staff, and solely for the purpose of obtaining information or clarification necessary for the proper evaluation of submittals. Any attempt by a Respondent to engage in unauthorized communication may result in disqualification from consideration for award under this solicitation and may further result in exclusion from future procurement opportunities with the District.

2.9 PRE-SUBMITTAL MEETINGS, INQUIRIES AND ADDENDA

If scheduled, the pre-submittal meeting information will appear on the first page of this solicitation. If the pre-submittal meeting is not designated as mandatory, then attendance at the pre-submittal meeting is strongly recommended. If the pre-submittal meeting is designated as MANDATORY, each Respondent must attend or its submittal will not be accepted. During this meeting, the project scope, procedures, and specifications will be discussed. It is also the only opportunity during the open solicitation period for attendees to ask questions directly to the end user.

District staff are not authorized to provide oral interpretations or clarifications of the solicitation documents, including specifications or other agreement terms. All binding interpretations or corrections must be provided in writing, come only from Procurement staff, and be issued as part of an official addendum to this solicitation. The assigned Procurement Specialist may provide general guidance on District procedures and assist in referencing applicable sections of the solicitation documents; however, Respondents remain fully responsible for understanding and following all written requirements and submit accordingly.

In order to be considered, all requests for a written interpretation or correction must be submitted via e-mail before the deadline for questions as stated in this solicitation. All official responses, including clarifications, corrections, or supplemental instructions, will be issued in writing via addenda and posted on the solicitation portals listed on Page 1 of this document, prior to the submittal due date.

By submitting on this solicitation, Respondent is bound by and must acknowledge receipt of all issued addenda. Submittals will be interpreted as if all addenda were received, whether or not Respondent actually reviewed the addenda. Failure to receive or review an addendum does not relieve Respondent of any obligations under the solicitation or resulting Agreement. All addenda become an official part of the Contract Documents (defined in the Agreement).

2.10 OPENING OF SUBMITTALS

Submittals will be opened on or as reasonably feasible after the due date, after which time a Respondents List will be identified and uploaded to DemandStar, Central Bidding, and MyFloridaMarketPlace; pricing (if applicable) is not part of this detail. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed 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 or final replies, whichever is earlier. This exemption is not waived by the public opening of the submittals.

Unless otherwise exempt, Respondent's submittal is a public record subject to disclosure upon expiration of the above exemption period. If any information included in the submittal 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.

2.11 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 the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- (b) Submission of more than one submittal 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.
- (e) Information gained through checking references or other sources which indicates that Respondent may not successfully perform the Work.
- (f) Respondent is failing to adequately perform on any existing agreement with the District.
- (g) Respondent has defaulted on a previous agreement 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 documented unsatisfactory past performance by Respondent on work performed on a District project.
- (j) Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

2.12 REJECTION OF SUBMITTAL

Submittals must be delivered to the specified location and received before the designated due date and time in order to be considered. Untimely submittals will be returned to Respondent unopened. Submittals 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 submittal not prepared and submitted in accordance with the provisions specified herein and the District reserves the right to waive any minor deviations or irregularities in an otherwise valid submittal.

The District reserves the right to reject any and all submittals and cancel this solicitation when it determines, in its sole judgment and discretion, that it is not in its best interest to award the Agreement.

2.13 WITHDRAWAL OF SUBMITTALS

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

2.14 EVALUATION OF SUBMITTALS AND AWARD PROCEDURES

Submittals will be reviewed and evaluated by a staff Evaluation Committee ("Committee") based on the criteria outlined in the Section titled SUBMITTAL EVALUATION, herein.

A Committee meeting will be scheduled, and notice of the meeting, including the date, time, and location, will be posted at least five days in advance on DemandStar, Central Bidding, MyFloridaMarketPlace and Florida Administrative Register. The Committee will meet at District headquarters or another suitable location to discuss and score the submittals. Each Committee member will complete an evaluation form during the meeting, and the compiled results will be used to determine the overall ranking.

(a) Evaluation Process

The Committee will evaluate the submittals based upon the established evaluation criteria on a "Pass/Fail" basis to determine which respondents are qualified to be included in the pool of qualified vendors.

(b) Confidentiality of Evaluation Meetings

Under §286.0113, Fla. Stat., certain portions of meetings related to the solicitation process are exempt from public attendance. These include any part of a meeting where (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent answers questions as part of a competitive solicitation; or (3) negotiation strategies are discussed. Recordings and materials from exempt meetings are confidential and exempt from public disclosure under §119.07(1), Fla. Stat., and §24(a), Article I of the Florida Constitution until the District issues a notice of intended decision or until 30 days after the submittal opening, whichever comes first. All exempt portions of meetings must be fully recorded. No portion of the exempt meeting may be held off the record.

(c) Rejection and Reissuance

Pursuant to §286.0113 Fla. Stat., if the District rejects all submittals 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) Fla. Stat., 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 submittals.

(d) Approval of Pool of Qualified Vendors

Once the evaluation process is complete, the Committee's final pool of qualified vendors will be presented to the Governing Board for approval, unless the Governing Board has delegated authority to the Executive Director or designee to approve and execute the Agreement.

(e) Negotiations and Award

Following the determination of the qualified firms, the District may negotiate contracts with the qualified vendors. If the District is unable to successfully negotiate a contract with a firm, it may terminate negotiations with that firm. Agreements will be awarded to those Respondents that successfully complete negotiations with the District ("Successful Respondents"). The District may include in the Agreement any proposed alternatives determined to be in its best interest.

(f) Notice of Intent to Award

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 the Section titled PROTEST PROCEDURES, herein.

2.15 PROTEST PROCEDURES

Notices of Intended Decision 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 to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

- (a) Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest with the District Clerk within 72 hours after its posting.
- (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 submittals, proposals, or qualifications, must file a written Notice of Protest with the District Clerk within 72 hours after posting of the decision or intended decision.
- (c) Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, a Formal Written Protest must be filed with the District Clerk within 10 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 Agreement amount.

- (d) 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 any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.
- (e) 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, Fla. Admin. Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.
- (f) 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.

2.16 EXAMINATION OF CONTRACT DOCUMENTS

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 Section 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 submittal. 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.

2.17 EXECUTION OF AGREEMENT

- (a) By submitting a response to this solicitation, Respondent represents and warrants that its submittal is a firm offer. Upon the District's issuance of a notice of award (or other written acceptance), the Successful Respondent is bound to the terms, pricing, and commitments set forth in its submittal, as accepted by the District, together with the District's solicitation documents.
- (b) The Successful Respondent shall execute the District's Agreement in the form provided (with any District-approved changes) and shall not condition, qualify, or withdraw its submittal, or refuse to sign the Agreement, after award. Failure to timely execute the Agreement and proceed with performance as required may be deemed a breach and may result in rejection of the submittal, cancellation of award, and any other remedies available to the District under the solicitation, the Agreement, or applicable law.
- (c) Unless all submittals are rejected, the Successful Respondent must execute and return the Agreement to the District within 10 business days of receipt along with each of the following:
 - (1) A completed Internal Revenue Service Form W-9.
 - (2) Satisfactory evidence of all required insurance coverage.
 - (3) Proof satisfactory to the District of the authority of the person or persons accepting the terms and conditions of this Solicitation on behalf of Respondent.
 - (4) All other information and documentation required by the Agreement.

- (d) 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 sent via e-mail 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.
- (e) 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.

2.18 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 solicitation is intended to remain tangible personal property and not become part of a public work owned by the District.

2.19 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 vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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.

2.20 USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES. This section does not apply to this solicitation.

2.21 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

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

2.22 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 Shari Chinevere, Procurement Manager, or by calling (800) 955-8771 (TTY), at least five business days (Mon – Fri) before the date needed.

2.23 DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the draft Agreement below.

**REQUEST FOR QUALIFICATIONS
42281RFQ27: HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT
PROGRAM**

PART 3 – REQUIRED DOCUMENTS AND FORMS

The following forms must be included in Respondent's submittal:

CERTIFICATE AS TO RESPONDENT’S AUTHORITY TO DO BUSINESS IN FLORIDA

Respondent is incorporated/organized/formed under the laws of the State of _____; is authorized by law to respond to this solicitation and perform all Work and furnish materials and equipment required under the Agreement and is authorized to do business in the State of Florida.

Entity name: _____

Address: _____

Registration No: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal, if utilized by Respondent)

Attest: _____
(Secretary)

The full names and business or residence addresses of persons or contractors interested in the foregoing submittal 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 entities 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.

ATTACH a copy of Respondent’s active registration with the State of Florida Division of Corporations proving Respondent’s authority to do business in the State of Florida, or a copy of the application for same that has been accepted by the State of Florida.

This document must be completed and returned with your submittal

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

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 submittal package.
2. The attached submittal is genuine. It is not a collusive or sham submittal.
3. I am fully informed regarding the preparation and contents of the attached submittal and am knowledgeable of all pertinent circumstances related thereto.
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, company, or person to submit a collusive or sham submittal package in connection with the Agreement for which the attached submittal package 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, company, or person to fix the price or prices in the attached submittal of any other Respondent, or to fix any overhead, profit, or cost element of the submitted prices or the submitted 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) included in the attached submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of 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 submittal, 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: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ___, 202___, by _____ as __ (title) of _____ (Respondent), the party on behalf of whom instrument was executed.

(SEAL)

(Signature)

Notary Public, State of _____ at Large

My commission expires: _____

This document must be completed and returned with your submittal

**REQUEST FOR QUALIFICATIONS
42281RFQ27: HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT
PROGRAM**

SUBMITTAL ACKNOWLEDGMENT FORM

The undersigned, on behalf of Respondent, hereby certifies and declares the following:

Authority to Bind: The individual signing this form is authorized to represent and legally bind Respondent to the terms and conditions of the solicitation and to Respondent's submittal.

Commitment to Contract: If selected, Respondent agrees to enter into an Agreement with the District based on the terms set forth in the solicitation documents, including the draft Agreement, Instructions to Respondents, all exhibits and attachments, addenda, certifications, affidavits, and the submittal. Respondent further agrees to provide all required goods and services in accordance with the stated timeline and to submit proof of the required insurance coverage.

Conflict of Interest: Except as disclosed in any attached addendum, no officer, employee, or agent of the District has any direct or indirect interest in Respondent's business or in any agreement that may result from this submittal. Respondent affirms that no such interest will exist throughout the term of any awarded Agreement.

Disclosure of Interested Parties: All individuals or entities with a significant interest in this solicitation, whether as principals or key participants in performing the Work, are listed in the form titled Certificate as to Respondent's Authority to do Business in Florida. No other party holds any interest in this solicitation or in any resulting Agreement.

Due Diligence: Respondent affirms that it has reviewed and understands the attached draft Agreement and all related documents, including the specifications, addenda, and conditions related to this solicitation. Respondent acknowledges receipt of all issued addenda and confirms it is fully informed regarding the Work to be performed.

Fair Solicitation Submission: This submittal is made independently, without collusion, connection, or agreement with any other person, company, or organization submitting on this solicitation. It is made in good faith and without any attempt to defraud.

By signing this Submittal Acknowledgement Form, I acknowledge I have read and understand it, and I affirm that Respondent complies with all conditions and requirements set forth herein.

RESPONDENT NAME

AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME

TITLE

This document must be completed and returned with your submittal

**REQUEST FOR QUALIFICATIONS
42281RFQ27: HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT
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NO RESPONSE FORM

Your reasons for not responding to this solicitation 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 submittals. Thank you for your cooperation.

Please check (as applicable):

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

Remarks: _____

DATE

RESPONDENT (SUPPLIER NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

DRAFT AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SUPPLIER FOR HERBICIDES AND ADJUVANTS FOR INVASIVE PLANT MANAGEMENT
PROGRAM

This Agreement is entered into between the Governing Board of the St. Johns River Water Management District (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and _____ (“Supplier”), whose address is _____ for Herbicides and Adjuvants for Invasive Plant Management Program (the “Project”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigners.

In consideration of the mutual covenants and promises contained herein, the District and Supplier (singularly referred to as “Party,” collectively “Parties”) hereto agree as follows:

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the District and Supplier agree to the following:

Section 1 – The Contract. The contract between the District and Supplier, of which this Agreement is part, consists of the Contract Documents and shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the solicitation (42281 Herbicides and Adjuvants for Invasive Plant Management Program), Supplier’s submittal, Scope of Work, plans and drawings, any/all addenda issued in support of the solicitation, recorded bonds (as required), Certificates of Insurance, affidavits, specifications, all Purchase Orders, Change Orders, Work Orders, any Special Conditions or any other attachments issued hereafter, and any other amendments hereto executed by the Parties hereafter. Should any conflict arise between the Contract Documents and the Agreement, the terms of this Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and Supplier acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the District and Supplier.

Section 4 – Term, Survival. This Agreement shall be effective upon the date of the last Party’s signature below through the final completion date, September 30, 2029, (the “Term”). Work (defined below) shall commence on October 1, 2026. Time is of the essence for each and every aspect of this Agreement. All provisions that by their nature extend beyond the Term survive termination or expiration hereof. Upon mutual agreement, the Parties may renew this Agreement, in whole or in part, for two one-year terms.

Section 5 – Deliverables and Ownership

- (a) **Deliverables.** Supplier agrees to furnish all products per the Contract Documents, Attachment A – Scope of Work hereto (the “Work”), per the terms and conditions described in this Agreement and on Attachment B – Purchase Order Terms & Conditions, and within the Term.
 - (1) Supplier is responsible for providing products that conform to the specifications, quantities, delivery requirements, and timeframes stated in the applicable Purchase Order.
 - (2) Supplier shall ensure that all products furnished are of good quality, properly labeled, and suitable for their intended use.
 - (3) Upon request, Supplier shall provide documentation demonstrating the type, quality, labeling, safety information, or other product information for the materials provided.
 - (4) Unless otherwise expressly stated in this Agreement or the applicable Purchase Order, Supplier is solely responsible for all costs necessary to furnish and deliver the products, including labor, materials, packaging, handling, transportation, delivery, equipment, and any other costs required to complete delivery.

- (5) The District will inspect delivered products upon receipt to determine whether the products conform to the Purchase Order and are acceptable to the District.
- (6) If applicable, Supplier shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Supplier shall promptly remediate any accessibility deficiencies identified by the District at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe.

(b) Ownership

- (1) All deliverables produced under this Agreement, including any Work not accepted by the District, shall become the property of the District to the extent of compensation received by Supplier, whether partial or full. All source documents, specifications, materials, reports, data, and other documentation, whether developed, obtained, or utilized in the performance of the Work, excluding proprietary materials identified in the applicable Scope of Work, shall be and shall remain the property of the District. Supplier shall safeguard such materials and provide them to the District promptly upon request.
- (2) District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

Section 6 – Compensation. For each Purchase Order issued under this Agreement, the District will pay Supplier for item(s) that is satisfactorily furnished and verified, up to the amount stated in that Purchase Order (Purchase Order Total Compensation) and in accordance with the District’s established procedures.

Supplier understands that this Agreement is one of several agreements the District is entering into for the same Work. The total amount the District may authorize for all items supplied under all such agreements during the initial term is limited to a combined funding amount of \$6,000,000. The total of all Purchase Orders issued under this Agreement may not exceed the combined funding amount.

The District anticipates expenditures under this Agreement will be allocated during the applicable fiscal years as indicated in the Annual Spending Plan below. In the District’s sole discretion, the District may re-allocate funding.

FISCAL YEAR	AMOUNT
October 1, 2026 – September 30, 2027	\$2,000,000
October 1, 2027 – September 30, 2028	\$2,000,000
October 1, 2028 – September 30, 2029	\$2,000,000

All Purchase Orders and payments are subject to available funding and the District Governing Board’s budget approvals.

Section 7 – Invoices, Payment and Release. Supplier shall submit itemized invoices pursuant to the terms and conditions included with the Purchase Order by one of the following two methods:

- E-mail to - acctpay@sjrwmd.com (preferred) or
 - Mail to - St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571.
- (a) Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Supplier shall provide additional information as required to document invoices.
 - (b) Payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
 - (c) Required Invoice Information. All invoices shall include the following information: (1) District Agreement number ; (2) Purchase Order number; (3) Supplier's name and address (include remit address,

if necessary); (4) Supplier's invoice number and date of invoice; and (5) District Project Manager ("DPM") name. Supplier should not include its Federal Employer Identification Number or social security number (as applicable) on the invoices. Invoices that do not comply with this paragraph shall be returned without action, stating the basis for rejection.

- (d) End of District Fiscal Year Reporting. The District's fiscal year concludes on September 30. Regardless of the invoicing schedule set forth in this Agreement, the District is required to account for all encumbered funds as of that date. Where permitted under this Agreement, submission of an invoice for Work completed as of September 30 shall fulfill this requirement, provided such invoice is submitted no later than October 30.
 - (1) If the Agreement does not authorize the submission of an invoice for Work completed as of September 30, Supplier shall, by no later than October 30, provide a written description of the Work performed between the date of the last submitted invoice and September 30, along with an estimate of the amount due for that Work as of September 30.
 - (2) If no prior invoices have been submitted, Supplier shall instead submit a written summary of the Work completed through September 30 and an estimated value of that Work as of that date.
- (e) Payments. Absent exceptional circumstances, Supplier is required to sign up and receive payment(s) electronically from the District via Automated Clearing House payment.
- (f) Payments withheld. The District may withhold, or nullify in whole or in part, any payment otherwise due to Supplier if necessary to protect the District from loss due to any of the following:
 - (1) Defective Work not remedied;
 - (2) Failure to make timely payments to subcontractors/suppliers;
 - (3) Any other material breach of this Agreement.

Withheld amounts shall not be considered due and payable until Supplier has fully cured the condition(s) justifying the withholding.

Section 8 – Funding Contingency. This Agreement is contingent upon the availability of funding from one or more 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) funding from other agencies or sources. For Agreements extending beyond one Fiscal Year, continued performance is subject to annual funding appropriations at the sole discretion of the District's Governing Board. If funding is not appropriated for the current or any future Fiscal Year, in whole or in part, the District will notify Supplier. This Agreement will be deemed terminated for convenience five days after such notice, or later if specified by the District. "Fiscal Year" means the period from October 1 through September 30.

Section 9 – Project Management Personnel - The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either Party may change its Project Manager upon three business days' prior written notice to the other Party. Written notice of change of address shall be provided within five business days.

- (a) The DPM shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (b) Supplier shall diligently supervise the Work, using its best skill and attention. A competent superintendent, acceptable to the District, shall remain on-site throughout the Project. Supplier's superintendent shall not be replaced without the District's consent, unless no longer employed by Supplier or deemed unsatisfactory by Supplier. Supplier's superintendent shall act on behalf of Supplier in its Project Manager's absence, and directions given to Supplier's superintendent shall be binding on Supplier. If the District provides documented evidence that any individual on the Project is incompetent, disorderly, or not complying with the Agreement or District instructions, Supplier shall promptly remove that individual and not reassign them to the Project. The District may request replacement of Supplier's Project Manager for failure to perform competently, follow instructions or specifications, or for other reasonable cause.

- (c) Supplier shall maintain an adequate and competent professional staff. Supplier's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Supplier shall furnish proof thereof.

DISTRICT

Peter Henn – DPM
St. Johns River Water Management District
4049 Reid St., Palatka, Florida 32177
Phone: 321-984-4942
E-Mail: phenn@sjrwmd.com

SUPPLIER

TBD – Project Manager
TBD – Company Name
TBD – Company Address
TBD – PM Phone
TBD – PM E-Mail

- (d) **Notices** - All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices submitted via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices submitted via email are deemed delivered on the date transmitted and received.

Section 10 – Indemnification. Supplier shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by Supplier, its employees or subcontractors, in the performance of the Work. Supplier shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Supplier's employees performing under this Agreement.

Section 11 – Insurance. Supplier shall obtain and maintain all insurance coverage and limits set forth in Attachment C – Insurance Requirements. Supplier shall not commence any Work until it has provided the District with valid Certificates of Insurance evidencing full compliance. Certificates reflecting lesser coverage shall not be accepted and do not waive the District's insurance requirements.

To the extent permitted by its insurance policies, Supplier waives all rights of recovery against the District. Supplier's insurance shall be primary with respect to any coverage also maintained by the District, which shall be considered excess and non-contributory.

Section 12 – Compliance with Law; Permits and Licenses. Supplier shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. Supplier shall include this requirement in all subcontracts, if any. All materials used and Work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Supplier represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Supplier warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Scope of Work, the responsibility of the Parties for obtaining permits is apportioned as follows:

- (a) Supplier shall procure at its expense any and all licenses and permits required by the federal, state, county or municipality to supply the required products.
- (b) Supplier shall give all required notices to the proper authorities on products delivered to the District:

Section 13 – Assignment. Supplier may not assign or subcontract all or part of this Agreement without written approval from the District

Section 14 – Amendments and Changes to the Work. This Agreement may be amended only by a written agreement executed by both Parties. Any modification that alters, adds to, or deducts from the Work, or otherwise modifies the terms of this Agreement, shall be authorized through a written change order or formal amendment. Each such document shall clearly describe the nature of the change and any corresponding adjustment to the Total Compensation and/or the final completion date.

Additional authorized written modifications may include the following:

- (a) **District Supplemental Instructions (DSI).** The DPM may issue a District Supplemental Instruction (DSI) using the form attached as Attachment D to authorize minor adjustments to the Work that are consistent with the approved Scope of Work. A DSI must be signed by both Parties. A DSI shall not be

used to modify the scope of the Agreement , nor to change the Total Compensation, quantity, quality, or final completion date of the Project.

Section 15 – Certification. Supplier certifies that it, its principals, and affiliates, have not been, are not now, and during the term of this Agreement will not be (a) on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Supplier is found to have submitted a false certification or if the certification proves to be untrue during the term of this Agreement.

Section 16 – Public Records

- (a) Supplier is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Supplier for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Supplier, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Supplier shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Supplier shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Supplier shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Supplier meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Supplier of the request, and Supplier must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Supplier fails to provide the public records to the District within a reasonable time, Supplier may be subject to penalties under s. 119.10, Fla. Stat.
 - (2) Upon request from the District's custodian of public records, Supplier shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 - (3) Supplier shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Supplier does not transfer the records to the District.
 - (4) Upon completion of the Agreement, Supplier shall transfer, at no cost to District, all public records in possession of Supplier or keep and maintain public records required by the District to perform the services under this Agreement. If Supplier transfers all public records to the District upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Supplier keeps and maintains public records upon completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

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

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

Section 17 – Audit; Access to Records. Supplier must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access, and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Supplier must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Supplier shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

Section 18 – Employment Eligibility. Pursuant to §448.095, Fla. Stat., Supplier must be registered with and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement.

Supplier shall include in subcontracts related to this Agreement, if authorized under this Agreement, a requirement that subcontractors performing Work or providing services pursuant to this Agreement register and utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Supplier must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subcontractor knowingly violated §448.095, Fla. Stat., and notifies Supplier of such, but Supplier otherwise complied with the statute, then Supplier shall immediately terminate the agreement with the Subcontractor.

Section 19 – Attorney's Fees. Except as may be otherwise provided herein, in the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each Party shall bear its own attorney's fees.

Section 20 – Governing Law, Venue, Waiver of Right to Jury Trial. This Agreement is governed by laws of the State of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Duval County. IN THE EVENT OF ANY CIVIL PROCEEDINGS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HEREBY CONSENT TO TRIAL BY THE COURT AND WAIVE THE RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS; PROVIDED, HOWEVER, THAT THE PARTIES MAY MUTUALLY AGREE TO A JURY TRIAL.

Section 21 – Release of Information. Supplier shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

Section 22 – Independent Contractor. Supplier is an independent contractor. Neither Supplier nor Supplier's employees are employees or agents of the District. Supplier controls and directs the means and methods by which the Work is accomplished. Supplier is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Supplier's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or Subcontractors necessary to perform the

Work; (3) providing any and all employment benefits; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Supplier is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Supplier's duties hereunder or alter Supplier's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

Section 23 – Common Carrier. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew an agreement with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the state of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Supplier shall complete Attachment E, the Common Carrier or Contracted Carrier Attestation.

Section 24 – Royalties and Patents. Supplier certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Supplier shall: (a) pay all royalties, patent, and license fees necessary for the Work; (b) defend all suits or claims for infringement of any patent rights, and (c) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Supplier obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

Section 25 – Cooperation with the Inspector General. Pursuant to §20.055(5), Fla. Stat., Supplier and any subcontractor understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided the District pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of the District to indemnify Supplier, if provided, is limited and shall not exceed the limits set forth in §768.28, Fla. Stat. This section shall survive the termination of this Agreement.

Section 28 – Civil Rights. Pursuant to chapter 760, Fla. Stat., Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

Section 29 – Interest in the Business of Supplier; Non-Lobbying. Supplier certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Supplier to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

Section 30– No Coercion for Labor or Services. Supplier, a nongovernmental entity entering this Agreement with the District, certifies, assures, and affirms that Supplier does not use coercion for labor or services as prohibited under §787.06, Fla. Stat. If Supplier is a nongovernmental entity, Supplier must provide the District with a Human Trafficking Attestation, Attachment F, executed by an officer or representative of Supplier.

Section 31 – Dispute Resolution

- (a) During the course of work. In the event any dispute arises during the course of the Work, Supplier shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Supplier is under a duty to seek clarification and resolution of any issue, discrepancy, or

dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the DPM no later than five calendar days after the precipitating event. If not resolved by the DPM within five calendar days, the DPM shall forward the request to the District's assigned Assistant Executive Director, which shall issue a written decision within five calendar days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Supplier shall proceed with the Work in accordance with said determination. This shall not waive Supplier's position regarding the matter in dispute.

- (b) Invoices. In the event the District rejects an invoice as improper, and the declines to modify the invoice, Supplier must notify the District in writing within 10 calendar days of receipt of notice of rejection that Supplier will not modify the invoice and state the reason(s) therefor. Within five calendar days of receipt of such notice, if not informally resolved through discussion with the DPM, the DPM shall forward the disputed invoice and Supplier's written response to the District's assigned Assistant Executive Director. The matter shall then proceed as described in subsection (a), above.
- (c) Payment. Nothing herein requires the District to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to this Agreement or the subject of a claim brought pursuant to §255.05, Fla. Stat. If the District disputes a portion of a payment request, the undisputed portion shall be paid twenty (20) business days after receipt of the request.

Section 32 – Remedies for Non-Performance

- (a) District Remedies. The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Supplier to correct the deficiency or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
- (b) Supplier Correction of Deficiencies. The District shall provide Supplier with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Supplier disputes that a failure of performance has occurred, Supplier shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the final completion date shall not be extended in order to correct deficiencies. Supplier shall bear the cost of correcting all work of other Suppliers that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) Alternative Remedies to Correct Deficiency. If the District determines that it is not in its best interest for Supplier to correct incomplete or damaged Work caused by Supplier's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Work Order Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Work Order Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Work Order Total Compensation.
- (d) District Technical Assistance. The District may elect to provide technical assistance to Supplier in order to complete satisfactory performance of the Work. If the District is performing a function that Supplier is required to perform, the District may deduct the cost of providing such technical assistance from the Work Order Total Compensation. Prior to providing any such technical assistance, the District shall notify Supplier that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Work Order Total Compensation. Supplier shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

Section 33 – Default/Termination. In the event Supplier fails to comply with any of the provisions of this Agreement, the District may terminate this Agreement for cause by first notifying Supplier in writing, specifying

the nature of the default and providing Supplier with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the District thereafter may terminate this Agreement for cause upon written notice to Supplier without prejudice to the District. In the event of termination of this Agreement for cause, the District will then be responsible to compensate Supplier only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. the District may terminate this Agreement without cause providing at least thirty (30) days written notice to Supplier. In the event of termination of this Agreement without cause, the District will compensate Supplier for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the District 's or other public entity's obligations under this Agreement. Should this occur, the District shall have no further obligation to Supplier other than to pay for services rendered prior to termination.

Section 34 – Definitions

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

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

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday), and Christmas Day.

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

SUPPLIER: The Party entering this Agreement with the District as Supplier, its officers, employees, agents, successors, and assigns.

SUPPLIER’S PROJECT MANAGER: The individual designated by Supplier to be responsible for overall coordination, oversight, and management of the Work for Supplier.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

DISTRICT’S PROJECT MANAGER (DPM): The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

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

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

PURCHASE ORDER: A formal document issued by the District to Supplier specifying the products to be purchased, their quantities, prices, and delivery terms, which becomes a legally binding contract once accepted by Supplier.

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

WORK: Whatever is done by or required of Supplier to perform and complete its duties under the Agreement or purchase order issued pursuant to this Agreement, including the following: the provision or furnishing materials supplies transportation, permits and licenses required of Supplier by the Agreement.

Section 35 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such

Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. The District shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 36 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 37 – Warranty. Supplier warrants that all products furnished by Supplier shall be new and of specified quality, shall conform to the requirements of this Agreement and/or purchase order issued pursuant to this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SUPPLIER

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

By: _____

Typed Name and Title

Date: _____

Date: _____

**42281RFQ27 PURCHASE OF HERBICIDES AND ADJUVANTS
FOR THE INVASIVE PLANT MANAGEMENT PROGRAM**

SCOPE OF WORK

Attachment A

**42281RFQ27 PURCHASE OF HERBICIDES AND ADJUVANTS
FOR THE INVASIVE PLANT MANAGEMENT PROGRAM
PURCHASE ORDER TERMS AND CONDITIONS**

Attachment B

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

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District (“District”) and Supplier under the terms and conditions contained herein when accepted by Supplier, either by signed acknowledgment or by the commencing performance of the services provided for herein (the “Work”). Supplier 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.** Supplier 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 Supplier relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Florida. Statutes (Fla. Stat.), Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Supplier must fully perform the Work in accordance with the District’s written instructions and may claim additional compensation. Supplier 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 calendar 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 calendar days. This determination shall constitute final SJRWMD action, which shall then be subject to judicial review. Supplier must complete the Work in accordance with said determination, which does not waive Supplier’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 Supplier and this Order shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Supplier shall indemnify, 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 Supplier’s performance of the Work, including Supplier’s partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Supplier is an independent contractor. Neither Supplier nor Supplier's employees are District agents or employees. Supplier controls and directs the means and methods by which the Work is accomplished. Supplier is solely responsible for compensating Supplier’s employees, including benefits, and for compliance with all labor and tax laws pertaining to Supplier, its officers, agents, and employees, and shall indemnify and hold District harmless from any failure to comply with such laws.
8. **Insurance.** Supplier 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. Supplier shall secure and maintain such liability insurance as may be required by SJRWMD to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.

9. **Interest in Supplier's Business; Non-Lobbying.** Supplier 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 Supplier'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 Supplier 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 Supplier after completion of the Work of data developed as part of the Work shall be submitted to District for prior review and comment. Supplier certifies that the Work does not and will not infringe on any patent rights.
11. **Payment and release.** Supplier 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. Supplier represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed.
13. **Common Carrier.** Pursuant to §908.111, Fla. Stat., District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Supplier represents that Supplier is a carrier with which the District may enter this Order or is not a carrier defined in and subject to §908.111, Fla. Stat. District may terminate this Order upon receipt of knowledge or information that Supplier is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat. Such termination shall be effective on the date of written notice to Supplier.
14. **Certification.** Supplier certifies that it, its principals, and affiliates, are not now and during the term of this Order will not be (a) on the Scrutinized Companies (§287.135, Fla. Stat.), Discriminatory (§287.134, Fla. Stat.), or Convicted (§287.133, Fla. Stat.) lists, (b) engaged in a Boycott of Israel (§287.135, Fla. Stat.), or (c) engaged in business operations in Cuba or Syria (§287.135, Fla. Stat.) Pursuant to the respective statutes, the District may terminate this Order at its sole option if Supplier is found to have submitted a false certification or if the certification proves to be untrue during the term of this Order.
15. **Public Records.**
 - (a) Supplier is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Supplier for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Supplier, the District shall take such steps as are necessary to comply with Chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Supplier shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
 - (b) Supplier shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or

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

(c) If Supplier meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Supplier of the request, and Supplier must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Supplier fails to provide the public records to the District within a reasonable time, Supplier may be subject to penalties under §119.10, Fla. Stat.
2. Upon request from the District’s custodian of public records, Supplier shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Supplier does not transfer the records to the District.
4. Upon completion of the Agreement, Supplier shall transfer, at no cost to District, all public records in possession of Supplier or keep and maintain public records required by the District to perform the services under this Agreement. If Supplier transfers all public records to the District upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Supplier keeps and maintains public records upon completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**DISTRICT CLERK
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FLORIDA 32177-2571
(386) 329-4127 CLERK@SJRWMD.COM**

16. **Termination.** District may terminate this Order, or any part thereof, without cause, upon 10 days written notice. In such event, Supplier 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 10 days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, SJRWMD may take possession of and finish the Work by whatever method(s) District deems expedient.
17. **Venue, Attorney’s Fees, Waiver of Right to Jury Trial.** This Agreement is governed by laws of the State of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Duval County. **IN THE EVENT OF ANY CIVIL PROCEEDINGS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HEREBY CONSENT TO TRIAL BY THE COURT AND WAIVE THE RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS; PROVIDESD, HOWEVER, THAT THE PARTIES MAY MUTUALLY AGREE TO A JURY TRIAL**

18. **American Iron and Steel.** Supplier acknowledges that if this Order concerns a Public Works Project or involves the procurement of materials for use in a Public Works Project, as defined in the American Iron and Steel Requirement (AIS Requirement) in §255.0993, Fla. Stat., the items purchased through this Order are in compliance with the AIS Requirement and when quoting the price for this Order, Supplier took into account the requirements, costs and obligations set forth in the AIS Requirement. Supplier agrees that it shall provide, upon request, any documentation or records verifying compliance with the AIS Requirement and will be responsible for any penalty imposed as a result of the failure to comply with the AIS Requirement.
19. **No Coercion for Labor or Services.** Supplier declares that it does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

Last updated: 2-21-2025

INSURANCE REQUIREMENTS

Attachment C

Supplier shall provide the District with a Certificate of Insurance issued by an insurer authorized to conduct business in the State of Florida and rated A- or higher by A.M. Best Company. Any deductible or self-insured retention exceeding \$100,000 must be disclosed to and approved by the District. Such approval shall not be unreasonably withheld. Supplier shall be solely responsible for all deductibles and self-insured retentions.

All required insurance policies shall remain in effect through the completion and District acceptance of the Work.

The Certificate of Insurance must:

- (a) Include endorsement that waives any right of subrogation (Endorsement CG 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;
- (b) Reference the Agreement number;
- (c) Include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District as Additional Insured; and
- (d) Provide for at least 30 days' prior written notice of cancellation, sent to the District Project Manager at the address specified herein.

Submission of a Certificate of Insurance that does not meet the required coverage shall not be accepted and shall not constitute a waiver of the District's insurance requirements.

Workers' Compensation Insurance

Workers' compensation and employer's liability coverage, including Longshore and Harbor Workers' compensation, if applicable, shall not be less than the minimum STATUTORY limits required by Florida law.

- (a) Supplier, and its insurance carrier, waives all subrogation rights (Endorsement CG 24 04 05 09, or equivalent) against the District, its officials, employees and volunteers for all losses or damages which occur during the Agreement Term and for any events occurring during the Agreement Term, whether the suit is brought during the Agreement Term or not.
- (b) If Supplier claims an exemption from workers' compensation coverage, Supplier 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, Supplier must provide a completed District "Affidavit (Non- Construction)" for non-construction Agreements.

Commercial General Liability

Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than

- (a) \$1,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$2,000,000.
- (b) Coverage shall include:
 - (1) contractual liability;
 - (2) perils generally known as XCU (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril;
 - (3) products and completed operations;
 - (4) independent contractors; and
 - (5) property in the care, control, or custody of Supplier. Extensions shall be added or exclusions deleted to provide the necessary coverage.

Automobile Liability

\$500,000 combined single limit

Pollution/Environmental Impairment Liability Coverage

Supplier is responsible to provide this coverage through its automobile liability, general liability, or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

Attachment D

DISTRICT SUPPLEMENTAL INSTRUCTIONS

DATE:

TO: NAME, Supplier Project Manager
ABC Company
1234 Street
City, State Zip

FROM: _____, District Project Manager

AGREEMENT NUMBER: _____

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

DPM NAME, District Project Manager

Acknowledged: _____ Date: _____

ADMIN NAME, District Procurement Specialist

c: Contract file
Financial Services

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION

Attachment E

This form must be completed by Supplier. Capitalized terms used herein have the definitions ascribed in §908.111, Fla. Stat. Supplier acknowledges that the District may terminate this Agreement upon receipt of knowledge or information that Supplier is a carrier with which the District is prohibited from contracting with under §908.111, Fla. Stat.

SUPPLIER NAME: _____

(check one statement below):

_____ Is not a Common Carrier or contracted carrier and this Agreement does not involve common carrier or contracted carrier services.

OR

_____ Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the Agreement term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

HUMAN TRAFFICKING ATTESTATION

Attachment F

Supplier Name: _____ (“Supplier”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the state of Florida, (“District”) in compliance with §787.06(14), Fla. Stat.

I acknowledge that §787.06(14), Fla. Stat., requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (“Supplier”) and a governmental entity (“District”) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the Purchaser does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Supplier, I hereby certify, assure, and affirm that Supplier does not use coercion for labor or services as prohibited under §787.06, Fla. Stat.

If, at any time in the future, Supplier does use coercion for labor or services, Supplier will immediately notify the District, and no contracts may be executed, renewed, or extended between the Parties.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____