

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services



ST. JOHNS RIVER
S T A T E C O L L E G E

Invitation to Bid

ITB No: ITB-SJR-05-2022

ITB Name: **STORM WATER RETENTION POND
AQUATICE MAINTENANCE SERVICES**

**Bids Due March 11, 2022, no later than 2:00pm, Business
Office, Palatka Campus**

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

1.0 INTRODUCTION

2.0 GENERAL TERMS AND CONDITIONS

3.0 CONTRACT TERM

4.0 SCHEDULE

5.0 SPECIFICATIONS AND ATTACHMENTS

6.0 REQUIRED FORMS

1.0 INTRODUCTION

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns and Clay counties. SJR State is soliciting sealed bids for the purpose of providing **STORM WATER RETENTION POND AQUATIC MAINTENANCE SERVICES**.

1.2. SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are: Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.3. Interpretation of the wording of, and responses to, questions concerning this ITB shall be the responsibility of the College and will be communicated via the Purchasing and Auxiliary Services Specialist, and shall be final. Questions and requests for clarifications should be directed in writing to Lesley Foster via email at LesleyFoster@sjrstate.edu, and will be accepted until the deadline listed in paragraph 4.0 of this ITB. Replies will be issued by return email to the originator, and included as addenda to this document.

1.4. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission, the bidder certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1. All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a response constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The basis for award, if awarded, is to the lowest or best bid which meets the conditions and specifications. The College is not necessarily bound to accept the lowest bid if it is not in the best interests of the College.

2.2. ITB DATE AND TIME: **All Bids must be delivered to the SJR State Purchasing Department, Palatka Campus**

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

Business Office, before 2:00pm on March 11, 2022. All bids must be in a **SEALED** package. Indicate your company name and the ITB number on the outside of your **SEALED** bid envelope to assist the College in identifying your bid. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Bidder in responding to this ITB. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract. Bid packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

ADDRESS FOR BIDS

Bids may be mailed or hand delivered to:

St. Johns River State College

Purchasing & Auxiliary Services Specialist

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a Public Bid opening as noted in Paragraph 4.0. Sealed bids, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, or final replies, whichever is earlier. By submitting a response to this solicitation, the bidder acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to www.sjrstate.edu/purchasingdept.html

2.5. IDENTICAL OR TIED BIDS: The decision for the award of tied bids shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie bid, and award to a certified Service Disabled Veterans owned businesses when all other things are equal.

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Lesley Foster, Purchasing and Auxiliary Services Specialist, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Lesley Foster at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. **APPLICABLE LAW:** The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This ITB, and the contract to be executed in connection with the award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.

2.9. **ASSIGNMENT:** If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State.

2.10. **BOND:** A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

2.11. **CONFLICT OF INTEREST:** Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. **All Bidders must disclose** the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

2.12. **PERSONNEL:** Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

2.13. **E-VERIFY:** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

2.14. **PUBLIC RECORDS:** To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

2.14.1. Keep and maintain public records required by COLLEGE to perform the service.

2.14.2. Upon request from COLLEGE's custodian of public records, provide COLLEGE 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, F.S., or as otherwise provided by law.

2.14.3. Ensure that 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

2.14.4. Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

2.14.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Susan Sutliff (SusanSutliff@sjrstate.edu) (386)312-4166
5001 ST. JOHNS AVE
PALATKA, FL 32177

2.14.6. THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

2.15. RESPONSE MATERIALS: Any material submitted in response to this ITB becomes the property of the College upon delivery to the Office of the Director of Purchasing and Auxiliary Services and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a bid, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.17. WITHDRAWAL OF BID: Bid may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.18. COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this ITB/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the ITB/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this ITB/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

2.19. INSURANCE: The awarded Contractor shall furnish a current Certificate of Insurance to the College's Director of Purchasing & Auxiliary Services prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30-day written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

2.20. CONTACT: All prospective bidders are hereby instructed not to contact any member of the District Board of Trustees or St. Johns River State College staff member, other than the contact person indicated in Paragraph 1.4. of this ITB, prior to contract award. Any such contact shall be cause for disqualification. Exceptions are during any pre-bid meeting and if oral presentations are required.

3.0 CONTRACT TERM

3.1. The anticipated contract start date will be July 1, 2022. If awarded, the successful bidder will enter into a contract with the College based on the ITB specifications and their bid for a period of thirty-six (36) months. SJR State has the option and reserves the right to extend the contract beyond the initial thirty-six (36) month period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term.

4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this ITB and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this ITB. The information can be found at: www.sjrst.edu/purchasingdept.html. Also, if you intend to submit a bid, please keep in touch with Lesley Foster, SJR Purchasing and Auxiliary Services Specialist, by email at LesleyFoster@sjrst.edu. Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College. There is not a mandatory pre-bid meeting. If a vendor wishes to inspect the campus, the vendor may contact Mike Canaday (MikeCanaday@sjrst.edu 386-312-4091) to schedule an appointment.

Issue ITB _____

Friday, February 11, 2022

Written questions due No Later Than (NLT) 2:00pm _____

Friday, March 4, 2022

*submit via email LesleyFoster@sjrst.edu

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

Bids Due NLT 2:00pm, Palatka Campus, Business Office_____	Friday, March 11, 2022
Public Opening of Bids, Palatka Campus, Valhalla Hall, 3:30pm_____	Friday, March 11, 2022
Issue Intent to Award_____	Friday, March 11, 2022
Issue Bid Award - Assumes no protests_____	Wednesday, March 23, 2022

4.2. MANDATORY PRE-BID MEETING: The College will **NOT** conduct a mandatory pre-bid meeting.

4.2.1 AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Bid Meeting, Tour of Grounds, etc., contact the Purchasing & Auxiliary Services Specialist via email at LesleyFoster@sjrstate.edu or phone at 386-312-4065.

4.3. PUBLIC BID OPENING: The College will conduct a public bid opening at 3:30pm on March 11, 2022. The meeting will be held on the Palatka Campus in the Valhalla Hall, A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

5.0 SPECIFICATIONS/SCOPE OF WORK

Scope of work

ERRORS AND OMISSIONS

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Coordinator in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

EQUIPMENT/MATERIALS/LABOR

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

5.1 Description of Services

This specification describes storm water retention pond aquatic plant maintenance services to be performed on all three campuses of St. Johns River State College including: **Orange Park Campus—Ponds A, B, C1, C2, D, E, F; Palatka Campus—Ponds 1, 2, 3, 4, 5; and St. Augustine Campus—Ponds 4, 5, 6, 7, 8, and 9.** These ponds are identified on campus maps in **Attachment 1**. Pond dimensions are identified in **Attachment 2**. The contractor shall maintain in optimal condition, functionality, and appearance, all retention ponds, associated banks to top of the berm, storm structures, and connecting structures. The contractor shall provide this service as a turnkey deliverable, accruing no additional charges of any kind to the owner except as defined in *Section 5.9: Call-Out Pond Maintenance Work*.

5.2 Definitions

5.2.1 Storm Water Retention Pond Aquatic Maintenance Services (Pond Maintenance or Maintenance) – all actions taken by the contractor to maintain the College’s storm water retention ponds, banks, and associated structures in optimal condition, functionality, and appearance.

5.2.2 Pond Maintenance Visit (or Site Visit, or Visit) – The completion of the entire complement of cyclical tasks, described elsewhere in the specification, during one or more appearances on campus.

5.2.3 Call-out – A request by the College for pond maintenance work outside the scope of this specification.

5.3 Scope of Work

5.3.1 On each visit, the contractor shall perform to the College's satisfaction all of the pond maintenance services described in this document within the timeframe allotted in *Section 5.4: Frequency and Schedule of Services*. Services include, but are not limited to:

5.3.1.1 Inspection and assessment each pond's condition, functionality, and appearance;

5.3.1.2 Identification of new or persistent deficiencies associated with each pond. Deficiencies may include the presence of invasive, nuisance, and otherwise undesirable aquatic plants, pH or chemical imbalance, turbidity, algae, debris, and impacted control structures.

5.3.1.3 Correction of new deficiencies using current best-practice methods and materials including mechanical, biological, or chemical water treatment as needed;

5.3.1.4 Application of periodic treatments associated with long term plans for managing persistent deficiencies;

5.3.1.5 Removal of all undesirable vegetation including, but not limited to, those species listed in **Attachment 3**;

5.3.1.6 Removal of all aquatic and emergent plants to assure the surface of each pond remains at least 90% clear of vegetation.

5.3.1.7 Removal of all natural or manmade debris on, in, and around ponds, storm structure inlets, storm structure discharges, connecting structures, berm (from water line to top of berm) and spillways;

5.3.1.8 Any additional actions taken the contractor deems necessary to maintain ponds in the best possible condition;

5.3.1.9 Reporting to the College details of each visit's findings and actions as well as an explanation of longer-term maintenance plans that may extend into future visits.

5.3.1.10 Where the College and contractor agree that the presence of triploid carp or other similar species would improve the long-term condition of specific ponds, the College shall incur the purchase cost of the fish. Under the guidelines presented in *Section 5.9: Call-Out Pond Maintenance Work*, the contractor shall obtain all necessary licenses and permits, organize the purchase of biological agents and other materials, install all required protections prior to release, acquire, deliver, and introduce the fish into the environment.

5.4 Frequency and Schedule of Services

5.4.1 Pond maintenance shall be performed monthly and shall be completed before the 10th of each month. The contractor shall provide a minimum of 12 scheduled monthly pond maintenance visits per year. More frequent visits may be required to maintain ponds in optimal condition—a periodic series of water treatments, for example—for which the College shall incur no additional costs. **St. Johns River State College Bid No: ITB-SJR-05-2022 Bid Name: Storm Water Retention Pond Aquatic Maintenance Services**

5.4.2 When, for any reason, including inclement weather, pond maintenance services cannot be completed as scheduled, and the required work is not subsequently completed as soon as reasonably possible during the week following normally scheduled service, the College reserves the right to deduct a prorated amount from the value of the associated invoice. The prorated amount shall be determined by dividing the annual contract cost by 12 (the scheduled number of visits per annum) then dividing that amount by the percentage of work completed during the month in question.

5.4.3 Except by prearrangement with the College, all pond maintenance shall be performed during regular business hours. Regular fall and spring-session hours are weekdays, 8 a.m. to 5 p.m. The College's summer-session schedule generally extends from the beginning of May to the end of July. Summer hours are Monday through Thursday, 8:00 a.m. to 5:30 p.m.

5.4.4 The College observes a number of legal and other holidays. Holiday work may be scheduled by prearrangement with the College.

5.4.5 No work shall be undertaken in the vicinity of The Thrasher-Horne Center for the Arts during scheduled performances or events in that facility.

5.5 Monitoring and Reporting

5.5.1 Initial Inspection and Report – During their initial monthly visit, the contractor shall conduct an initial inspection of all ponds and provide the College with a written report of conditions existing at the commencement of their contract. The initial inspection shall be conducted in the presence of a representative of the College. The report shall identify general conditions, specific deficiencies, and plans for correcting deficiencies.

5.5.2 Monthly Report – Following each monthly site visit, prior to departing the campus, the contractor shall provide a representative of the College's Facilities Department with a written report of pond conditions. The report shall include a list of observations and deficiencies for each pond as well as the proposed treatment for each deficiency and an estimation of the time required for correction.

5.5.3 Monitoring – The contractor shall sample, test, and report on each pond's water quality annually. Tests shall include, at minimum: pH, chemical concentrations, turbidity, algae and other biologicals. The contractor shall provide the College with a copy of the full report for all ponds in scope.

5.6 Safety

5.6.1 The safety and security of the College's students, faculty, staff, contractors, and visitors, as well as the protection of personal and College property, are of paramount importance to the College. The College will tolerate no practice or condition that puts individuals or property at risk.

5.6.2 The contractor shall inform Facilities/Maintenance and Campus Security of their presence at the beginning of each site visit.

5.6.3 All personnel, equipment and associated parts, fuel, chemicals, biological agents, and any other items or activities necessary to guarantee the timely completion of all given tasks shall be provided by the contractor and included in the quoted cost of the contract.

5.6.4 The contractor's employees shall be trained, licensed and insured for handling and application of all mechanical, chemical, and biological agents utilized on College property. Each of the contractor's employee's shall be fully trained and certified on mechanical equipment, powered equipment, or marine craft they operate in the performance of their contractual duties. The contractor shall provide the College with a copy of user licenses prior at the beginning of each contract period.

5.6.5 The contractor shall comply with all relevant federal, state, and local environmental regulations, applying specific agents only at the manufacturer's recommended rate and concentration.

5.6.6 Potential collateral effects on non-targeted plant and animal species in and downstream from the treated ponds shall be identified and communicated to the owner prior to application of any treatment. The College reserves the right to restrict or deny use of any chemical or other treatment based on environmental or similar concerns.

5.6.7 The contractor shall furnish the Facilities Department with Safety Data Sheets (SDS, formerly MSDS) documentation for all products and chemicals utilized in the performance of the contract. Contractor shall only use herbicides that contain chelated copper algaecide or copper free algaecide.

5.6.8 Contractors shall comply with 1013.49 F.S., Toxic Substances in Construction, Repair, or Maintenance of Educational Facilities, and shall submit written notification to the SJR State Facilities Director as indicated in the statute.

5.7 Contractor Behavior

5.7.1 The contractor representation on campus shall consist of individuals directly employed by the contractor or, in the case of subcontractors, individuals supervised by a direct employee of the contractor who shall remain present on campus in the area of work for the duration of the subcontractor's stay.

5.7.2 While on campus, the pond maintenance contractor's employees shall dress in appropriate work clothing that readily identifies them as representatives of the company. Tee-shirts imprinted with the contracting company's name and/or logo are acceptable as are other reasonable alternatives. The contractor's employees shall remain in uniform for the duration of the contractor's stay on campus. Shirtless, or otherwise improperly attired individuals, will be directed to leave the campus.

5.7.3 Contractor employees shall behave in a respectful, professional manner when on campus. Rude or offensive behavior in the presence of students, faculty, staff, other contractors, or visitors to the College will not be tolerated and the offenders will be directed to leave the campus.

5.7.4 The contractor shall be responsible for time, material, and other associated costs resulting from damage to College or personal property and/or personal injury related to the contractor's presence on campus for the performance of contract operations including regular maintenance and call-out work.

5.8 Site Cleanliness and Security

5.8.1 Unless otherwise directed by The College, the contractor shall remove from the campus, and dispose of off-campus, any and all debris generated during the course of a site visit including natural materials, excess chemicals, material containers or wrappers, etc. The method of disposal shall be consistent with local codes and current best practice.

5.8.2 In order to assure pedestrian safety, the contractor shall keep the College's sidewalks and occupied areas free of debris, material or material containers, trash, and other detritus. All such material shall be contained and removed immediately after the work generating it has been completed or, if the work is left unfinished for any reason, before the work site is left unattended.

5.9 Call-Out Pond Maintenance Work

5.9.1 In certain rare cases, conditions may exist that the College agrees are beyond the reasonable scope of a pond maintenance contract. The College may request the pond maintenance contractor to provide pond maintenance services not specified in the scope of the contract. Examples of such call-out services include storm related clean-up, preparation for special events, introduction of fish or other animals, etc. **St. Johns River State College Bid No: BID-SJR-08-2016 Bid Name: Storm Water Retention Pond Aquatic Maintenance**

5.9.2 Using the form entitled **PRICING PROPOSAL FORM** the contractor shall provide the College with hourly labor rates and material mark-up rates for call-out work performed at the College's request.

5.9.3 The College may, at its discretion, accept or reject the proposed pricing enumerated on the form.

5.9.4 If the College accepts the propose rates, the rates shall:

5.9.4.1 Extend throughout the duration of the annual contract in which they were accepted;

5.9.4.2 Apply exclusively to call-out pond maintenance work, not to regular contract work or actions reasonably expected to be performed under the scope of the pond maintenance contract, nor to cases in which the College finds it necessary to call the contractor back to satisfactorily complete tasks falling under the normal scope of the contract.

5.9.5 The contractor shall appear on campus prepared to work within 24 hours of a call-out request unless a specific time is identified in the College's request.

5.9.6 Authorization to perform call-out work will be in the form of a numbered and signed purchase order to the contractor.

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

5.9.7 The contractor shall provide the College with an invoice itemizing all labor and materials associated with each call-out request. Each invoice must reference the purchase order number associated with the College's request for call-out work. The College will not issue payment that fails to reference to an active purchase order.

Attachment – Campus Maps

Attachment 1.1 – Orange Park Campus Ponds



Attachment 1.2 – Palatka Campus Ponds



Attachment 1.3 – St. Augustine Campus Ponds



Attachment 2 – Pond Dimensions

Campus	Pond ID	Surface Area [Acres]	Capacity [Acre-ft]	Notes
Orange Park [Total Area 4.01 Acres]	A	0.37	-	1
	B	1.24	-	
	C1	0.32	-	
	C2	0.24	-	
	D	0.86	-	
	E	0.32	-	
	F	0.74	-	
Palatka [Total Area 4.28 Acres]	1	1.33	-	1
	2	0.30	-	
	3	0.44	-	
	4	2.07	-	
	5	0.15	-	
St. Augustine [Total Area 13.58 Acres]	4	2.59	16.71	2
	5,6	1.45	7.27	
	7,8,9	9.54	57.58	

Notes:

1. Areas estimated using online planimeter
2. Dimensions are design values at the height of the permanent pool.

Attachment 3 – Undesirable Vegetation

The list below is a composite of several online sources reflecting a consensus of opinion regarding plant species considered undesirable in Florida bodies of water. It contains non-native and invasive species, species difficult to control, and other species considered undesirable for a variety of reasons. The list is intended as a framework. It is not exhaustive and may contain species not generally found in our region.

Undesirable Aquatic Vegetation

African elodea	Hygrophila
Alligatorweed	Melaleuca
Aquatic Soda Apple	Naiad
Australian Pine	Napier Grass
Azolla	Para Grass
Bladderwort	Parrot Feather
Brazilian-pepper	Purple Loosestrife
Cattails	Salvinia
Coontail	Sawah Flowing Rush
Duckweed	Soldier Plant
Eurasian watermilfoil	Spatterdock
Exotic bur-reed	Swamp Stone Crop
Filamentous Algae	Torpedo Grass
Fragrant Waterlily	Tropical Pickerelweed
Frog's-bit	Water Chestnut
Giant sensitive plant	Water Hyacinth
Cat's claw	Water Lettuce
Green lead plant	Water Primrose
Hippo grass	Water Spinach
Hydrilla	Water-Aloe
Florida elodea	West Indian March Grass
Stargrass	Wild Red Rice
Oxygen grass	Wild Taro

6.0 REQUIRED FORMS

6.1. BID CHECKLIST: This form is provided for the convenience of the bidder. Not required to be submitted.

6.2. BID COVER SHEET: Bidder must complete all information requested on the BID COVER SHEET provided in Section 7.0 Forms. The Bid Cover Sheet is to be the first page of the bidder's response.

6.3. COMPREHENSIVE BID/PLAN: Ensure you give the College enough information to adequately evaluate your complete bid.

6.4. VENDOR BUSINESS PROFILE

6.5. IRS W-9

6.6. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

6.7. PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, as per State of Florida Statute 287.133 (2) (a). The bidder must acknowledge compliance with this statute and its intent.

6.8. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

6.9. INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels, incurred or suffered by the College. Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITB and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITB or the Contract executed in connection with this ITB; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITB. This indemnification shall survive termination of the ITB and the contract executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

6.10. REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the bidder not provided as part of the bid. Please provide a minimum of three references and a maximum of five.

6.11. LEGAL ISSUES:

The Bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material
- B. Adverse effect on the ability of the bidder or any of its employees to perform their obligations as stated in their response.
- C. The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial

condition of the Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

6.12. COPY OF LICENSE TO DO BUSINESS IN THE STATE OF FLORIDA.

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.13. ADDITIONAL INFORMATION, if needed. In addition to the required information, the Bidder may include any additional information which may be helpful to the College in analyzing the Bidder's ability to provide the desired service, as noted in this ITB.

Bid Forms to Follow

6.1. BID CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A BID AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/BID ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (BIDDER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required; one (1) original hard copy, five (5) duplicate copies of each of the following:

- Bid Cover Sheet
- Proposed Plan
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional Information – if applicable

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.2. BID COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has not divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your bid being deemed as Non Responsive.

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Print): _____

BY: SIGNATURE (Sign): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

6.3. Bid Pricing Form

PRICING PROPOSAL FORM

Contractor Name: _____

Authorizing Signature: _____

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for work as described in the scope of the Aquatic Maintenance Contract as described in the ITB, BID-SJR-08-2016

Annual Aquatic Maintenance Services	\$
-------------------------------------	----

**ADDITIONAL AQUATIC MAINTENANCE SERVICES
Specification 5.9 Call-Out Pond Maintenance Work**

The contractor shall complete the form below identifying the rates at which, for a single annual term period of the contract, the SJR State may be billed for work beyond the scope of the Aquatic Maintenance Contract as described in **Specification 5.9 Call-Out Pond Maintenance Work**. Work shall be performed in these extraordinary circumstances at SJR State’s discretion and only with SJR State’s prior consent. These rates shall apply exclusively to such work and not to normal aquatic maintenance work included in the contract scope whether or not the contractor was called on site to fulfill expected contract responsibilities.

Please provide a single hourly rate for regular time, overtime, and holiday time as well as a mark-up percentage for materials.

Hourly Call-Out Rates

Regular Time		\$/Hr
Standard Overtime		\$/Hr
Holiday Time		\$/Hr

Materials Mark-Up Percentage

Material Mark-Up Over Cost		%
----------------------------	--	---

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
<p>It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.</p>			
Name of Person Completing Form:		Date:	

IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: http://www.irs.gov/pub/irs-pdf/fw9.pdf
The W-9 form is requested to be completed and returned with your bid submittal:

Form W-9 Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.
Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1.
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.
Social security number
or
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here Signature of U.S. person Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return.
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.6. NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Bidder/Company Signatory's Name & Title

By: _____ Date: _____
Signature

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.7. Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid. This sworn statement is submitted to SJR STATE College.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

6.8. DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

- 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2.) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4.) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6.) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.9. Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, and is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20__.

Notary Public Signature

Notary Public Seal

St. Johns River State College

ITB No: ITB-SJR-05-2022

ITB Name: Storm Water Retention Pond Aquatic Maintenance Services

6.10. References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

6.11. Legal Issues

The bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the bidder or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the bidder.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date