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| **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  **2379 Broad Street, Brooksville, FL 34604-6899**  **REQUEST FOR QUOTE – REVISION 1**  *This is not an order, nor is the District under any obligation to purchase these items.*  *The District is exempt from Florida sales and use tax, pursuant to Section 212.08, Florida Statutes (F.S.), and from federal excise tax. Certificate of Exemption No. 85-8013700387C-6* | |
| **Submit Responses Electronically**  **through** [**www.Demandstar.com**](http://www.Demandstar.com)  **DIRECT INQUIRIES ABOUT THIS REQUEST FOR QUOTE TO:**  **Name: Ari Horowitz**  **Phone: 352-796-7211, Ext. 4132**  **Email:** [**ari.horowitz@watermatters.org**](mailto:ari.horowitz@watermatters.org) | |
| **REQUEST FOR QUOTE ISSUE DATE:**  **03/22/2022** | **QUOTE DUE DATE & TIME:**  **04/11/2022 at 12:00 p.m.** |
| **SERVICE TERM (if applicable):** The Purchase Order will be effective upon issuance and acceptance of Purchase Order and will remain effective for or until 07/31/2022, unless cancelled or Purchase Order is modified. | |
| **TITLE:** **Trout Creek Decking and Railing Replacement** | |
| **SEE BELOW FOR**  **MANDATORY PRE-QUOTE CONFERENCE**  **AND SITE VISIT INFORMATION**  **AND PROJECT SCOPE**  Continued next page.  **PRE-QUOTE SITE VISIT (if applicable):**  **Mandatory Pre-Quote Conference and Site Visit**  **March 31, 2022 at 09:00 a.m.**  **12550 Morris Bridge Rd, Thonotosassa, FL 33592**  **Please see map for meeting location before heading to site as a group.**  **Will require driving on uneven and dirt roads to reach project site.**    Continued next page. | |
| **SCOPE:** The Southwest Florida Water Management District (District) is soliciting quotes from qualified Vendors/Contractors to  provide  supply the following *(description of commodity/service required)*:  The District anticipates issuance of a purchase order to awarded contractor by approximately 04/25/2022.  Work to be completed within 65 calendar days of purchase order issuance.  Gate access is from approximately 07:00 a.m. to 07:30 ~~08:00~~ p.m. daily at:  **12550 Morris Bridge Rd, Thonotosassa, FL 33592**  ALL VEHICLES MUST HAVE EXITED THE PARK BY 07:30 ~~08:00~~ P.M.  Park fee will not need to be paid as long as not utilizing the park’s parking lot.  All wood will be Southern Yellow Pine, Pressure Treated, #1 Prime Grade.  Replace decking and handrails on approximately 78 linear feet of walkway.  Replace decking (2 inch x 6 inch x 45.5 inches spaced at 1/4 inch apart/gap). Attach decking to each joist with a minimum two (2) - #8 x 3.5 inch Hot Dipped Galvanized wood screws (Phillips or Star Countersunk Head).  Replace all wooden handrails (1 inch x 6 inch), handrail supports/posts (4 inch x 4 inch), and safety rails (2 inch x 4 inch). Reuse of existing support/post hardware is permitted if it is in reusable and safe condition and Contractor will replace as necessary with like specification of hardware. Handrail and safety rail will be secured to supports/posts with a minimum two (2) - #8 x 3.5 inch Hot Dipped Galvanized wood screws (Phillips or Star Countersunk Head) per intersection/joint.  Remove and install a joist timber 3 inch wide x 12 inch high x 12ft long located at the 3rd cross section member from the entrance to the walkway on the north side. Reuse of existing joist timber hardware is permitted if it is in reusable and safe condition and Contractor will replace as necessary with like specification of hardware.  Wood Sealant/Water Repellant:  All wood will need to be dried completely before the sealant/water repellant is applied.  Two (2) coats of wood sealer must be applied to all sides of all wood after cutting and before installation with ample drying time in between coats.  Wood Sealant/Water Repellant will be Ready Real (RS) oil based sealant with natural color or equivalent. Sealant must be approved by District’s Project Manager prior to Purchase Order. Brand and product line (model) of Wood Sealant/Water Repellant proposed to be utilized must be listed in the Notes section of the pricing table below.  All construction debris and demolished materials must be removed from site and disposed of properly per local and state guidelines by the Contractor.  Site must be clean of any trash, cigarette butts, etc. at the end of each workday.  No storage of materials or equipment overnight. 2 vehicles will be allowed on project site (other than trash trailer) at a time. This can consist of 2 automobiles, or 1 automobile and 1 equipment/materials trailer.  Small trash trailer may be placed on site for duration of project and must be removed with three (3) calendar days of project completion. Trash trailer may be no more than 6 feet wide by 8 feet long. Placement on site will be at discretion of the District’s Project Manager.  At no time will Contractor damage water control structure, gate, or mechanisms or interfere with any operations.  See insurance requirement below. COI(s) must be provided by Contractor prior to issuance of Purchase Order and must include the Southwest Florida Water Management District as the certificate holder and additional insured. | |
| * Vendor/Contractor must submit quote on this form only. * Quantities are for quoting purposes and do not represent the minimum or maximum the District is obligated or limited to purchase. Unit prices are required. If there is math error, the unit price will prevail. * If any proprietary, trade, brand or manufacturer’s name or part number is used to indicate the minimum standard of composition and acceptable quality, it shall not be construed to exclude products of equal or better functional capability and quality unless indicated “Do Not Substitute.” If an equivalent product is being quoted, it must be indicated, and documentation and/or samples may be required at no expense to the District. * The resulting Purchase Order will be awarded based upon the best value and/or the lowest responsive and responsible quote and will be governed solely by the terms and conditions attached. The District does not bind itself to accept the minimum specifications stated in this quote, but reserves the right to accept any quote that, in the judgment of the District, will best serve the needs and the interest of the District. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. * The District reserves the right to award this Request for Quote on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the District. | |

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| **Business Name:** Business Name | | **Reason for No-Quote:** |
| **Contact Person Name:** Contact Person Name | |  |
| **Mailing Address:** Mailing Address 1 | |  |
| **City-State-Zip:** Mailing Address 2 | |
| **Telephone Number:** 999-999-9999 | **Fax Number:**  999-999-9999 | **Toll-Free Number:** 999-999-9999 |
| **Email address for correspondence:** email@email.com | | |
| **Indicate by checking the box below the number of days your prices shall remain firm from the date of quotation or indicate Quote expiration date in space provided:**  **thirty (30) sixty (60)** **ninety (90) or Quote Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |

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| **ITEM** | **DESCRIPTION** | **QTY.** | **UNIT OF MEASURE** | **UNIT PRICE** | **TOTAL PRICE** |
| 1 | Base Bid: Trout Creek Decking and Railing Replacement project per scope of work. | 1 | Lump Sum | $0.00 | $0.00 |
| 2 | Allowance: New support/post hardware if not in reusable and safe condition. Each Setup = 1 Bolt with Nut(s) and Washer(s) as required to match existing hardware. | 1 | Each Setup - Not to Exceed. | $0.00 | $0.00 |
| 3 | Allowance: New beam at beginning of structure walkway that impacts with the ground including all materials and labor for installation. | 2 | Per Beam - Not to Exceed. | $0.00 | $0.00 |
| 4 |  |  |  | $0.00 | $0.00 |
| Notes:  **Brand and product line of Wood Sealant/Water Repellant proposed to be utilized by vendor:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | Delivery/Freight Charges: | | $0.00 |
| Discount: | | $0.00 |
| Trade-in Allowance: | | $0.00 |
| **Delivery Days after Receipt of PO: \_\_\_\_\_** | | | **QUOTE TOTAL:** | | **$**0.00 |

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| **INSURANCE REQUIRED: YES NO**  If yes, the awarded Vendor/Contractor shall name the District as a Certificate Holder as well as Additional Insured in regards to General Liability, Products Liability, and Auto Liability. Vendor/Contractor shall maintain the coverage limits set forth throughout the duration of performing this scope of work at the Vendor’s/Contractor’s sole expense.  Certificate of Insurance must be provided to the District prior to issuance of the Purchase Order.  Required Insurance Minimums:  General Liability $1,000,000 per occurrence / $2,000,000 aggregate    Vehicle Insurance $500,000.00 Combined Single Limit  Worker’s Compensation Statutory  Employer’s Liability $500,000/$500,000/$500,000 | | |
| **REFERENCES REQUIRED:  YES  NO**  If yes,Vendors/Contractors must submit a minimum of three (3) references in the fields below.  The references must be for projects of similar size and scope.  COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DESCRIPTION OF WORK PERFORMED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE RANGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DESCRIPTION OF WORK PERFORMED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE RANGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DESCRIPTION OF WORK PERFORMED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE RANGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| I the undersigned, as Quoter hereby declare that I have carefully read this Request for Quote and the resulting Purchase Order terms and conditions attached and fully understand the requirements. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Quote. I certify that I am authorized to sign this quote for the Quoter and that all the information provided is true and correct to the best of my knowledge. | | |
| Authorized Signature: | | Date: Date |
| Full Name: Authorized Agent’s Name | Title: Authorized Agent’s Title | |

Please visit the District’s website for our Tax Exempt Certificate and Vendor Registration Form at [www.watermatters.org/procurement](http://www.watermatters.org/procurement).

**PURCHASE ORDER TERMS AND CONDITIONS**

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the “Bill To” address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state, and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise, such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

# SERVICES - ADDITIONAL TERMS AND CONDITIONS

1. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create any relationship between the District and any subcontractor of Contractor.
2. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.
3. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
4. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

# ALTERNATIVE TERMS AND CONDITIONS

**If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:**

1. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage, and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors, and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the number of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

# If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

1. Contractor's liability is limited as provided in this Section 22. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.