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| **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROCUREMENT****REQUEST FOR QUOTE**DELIVER TO: 2379 Broad Street, Bldg. 4, Room 282, Brooksville, FL 34604-6899*This is not an order, nor is the District under any obligation to purchase these items.* |
| **TITLE:** Flow Meter Accuracy Testing for Data Verification  |
| **ISSUE DATE:** 3/12/2019 | **DUE DATE & TIME:** 4/1/2019, 4:00 PM |
| **SUBMIT QUOTE INQUIRIES & RESPONSES TO:** Lisa Marshel, Procurement Specialist**VIA:** Phone: 352-796-7211, Ext. 4133; FAX: 352-754-3497; E-mail: lisa.marshel@watermatters.org |
| To submit a response, complete the appropriate fields highlighted in yellow, print, sign and submit via fax or email.* Failure to submit quote on this form may be cause for rejection.
* Quantities are for quoting purposes and do not represent the minimum or maximum the District is obligated or limited to purchase. Unit prices shall prevail.
* Prices shall remain firm for a period of [ ] thirty (30) / [ ] sixty (60) / [ ] ninety (90) days from date of quotation.
* 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 is Net 45 and 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.
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| **SPECIFICATIONS:** The District requests quotes from responsive and responsible Quoters for Flow Meter Accuracy Testing for Data Verification in accordance with the attached Scope and Specifications. |
| **ITEM** | **DESCRIPTION** | **PRICE/UNIT (incl travel)** | **# TESTS/MONTH** |
| 1 | Year 1 | Single Withdrawal | $0.00 | Qty. |
| Multiple Withdrawals, minimum 3 within 40 miles | $0.00 | Qty. |
| 2 | Year 2 | Single Withdrawal | $0.00 | Qty. |
| Multiple Withdrawals, minimum 3 within 40 miles | $0.00 | Qty. |
| 3 | Year 3 | Single Withdrawal | $0.00 | Qty. |
| Multiple Withdrawals, minimum 3 within 40 miles | $0.00 | Qty. |
| Vendor Name: Vendor Name | Reason for No-Bid:  |
| Mailing Address: Mailing Address 1 | Reason for No-Bid |
| 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 |
| 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 amount 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.

**ADDENDUM TO PURCHASE ORDER**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

Vendor/Contractor shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Vendor/Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (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 term of this Purchase Order and following completion of the Purchase Order if the Vendor/Contractor does not transfer the records to the District; and (4) upon completion of this Purchase Order, transfer, at no cost to the District, all public records in possession of the Vendor/Contractor or keep and maintain public records required by the District to perform the service. If the Vendor/Contractor transfers all public records to the District upon completion of this Purchase Order, the Vendor/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Vendor/Contractor keeps and maintains public records upon completion of this Purchase Order, the Vendor/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at** **RecordsCustodian@SWFWMD.state.fl.us****, or at the following mailing address:**

 **Public Records Custodian**

 **Southwest Florida Water Management District**

 **2379 Broad Street**

 **Brooksville, Florida 34604-6899**

1. The following is hereby added as Paragraph 24 of the Purchase Order Terms and Conditions:

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of $1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By accepting this Purchase Order, the Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Purchase Order. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Purchase Order. The District may immediately terminate this Purchase Order at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

OGC Approved 6.28.18

**Flow Meter Accuracy for Data Verification (P425)**

**Scope of Work**

The Southwest Florida Water Management District (District) hereby solicits quotes from qualified vendors to provide the following professional services:

To verify and report flow meter accuracy on Agricultural, Landscape/Recreation, Industrial/Commercial, Institutional, and Mining/Dewatering water use type flow meters in accordance with American Water Works Association (AWWA) M6 standards and the Southwest Florida Water Management District’s (District’s) current meter accuracy rule criteria as defined in 40D-2; Part B-Applicant’s Handbook, Sections 4.1.1.3 and 4.1.1.4.

To be considered, **please submit a unit cost per meter accuracy test, and the number of tests that can be completed within a one (1) month period to reconcile Water Use Permit pumpage data. (Permits and locations will be determined as-needed.) Unit costs should include time, travel, and mileage. The District will be contracting this service to complete accuracy testing on water use type flow meters as applicable.**

**1.0 PROJECT DESCRIPTION.** The District needs accurate water use data collected by flow meters to fulfill its statutory responsibilities and to protect the state’s water resources. Data accuracy is critical to determining estimated water use, maintaining compliance with permitted annual average quantities, and for modeling the health of the resources. This project will outsource the District’s flow meter accuracy testing efforts for use in reconciling incorrect production data used in overpumpage analysis and other regulatory compliance needs. Prioritization will be given to withdrawal point flow meters located within a Water Use Caution Area and/or location that may have a potential impact to sensitive water bodies (i.e. Stressed Lakes, rivers, streams, springs, the Most Impacted Area, or lakes with established Minimum Flow Levels).

 Quoters may review applicable Chapter 40D-2, F.A.C., WUP rules on the District’s website, [www.swfwmd.state.fl.us](https://www.swfwmd.state.fl.us/), by clicking on the links to “ePermitting”, “Rules and References”, “40D-2” – Water Use Permits for the Water Use Permit Applicant’s Handbook Part B, respectively.

**2.0 Work Objective.** The selected vendor will work independently to verify flow meter accuracy on Agricultural, Landscape/Recreation, Industrial/Commercial, Institutional, and Mining/Dewatering water use type flow meters. Some flow meter test points will be above ground, and others will be below the surface. It will be the selected vendor’s responsibility to provide all personnel, equipment, and instrumentation needed to perform the flow meter accuracy test according to District standards.

**3.0 SCOPE OF WORK.** The selected vendor will perform the following tasks for each permit:

3.1 Scheduling. Upon notification from the District via email or telephone, the selected vendor will be responsible for scheduling and coordinating all site-specific flow meter accuracy tests according to a priority list provided by the District. A database of scheduled and completed flow meter accuracy tests will be kept by the selected vendor and submitted to the District quarterly. This database will include the permittee name, permit number, service address, District identification (DID) designation, site identification (SID) designation, meter serial number for each meter tested, the date the test was performed, a pass/fail designation, and correspondence record.

3.2 Right of Entry. Once scheduled, the selected vendor must have the permittee complete a Right of Entry Agreement (ROE Agreement) prior to going on site. The ROE Agreement will allow access and entry to the site for all District agents, employees, contractors, and subcontractors for meter testing. Once the testing is completed, the ROE Agreement(s) must be returned to the District accompanied by the completed Flow Meter Accuracy Report Form (Report Form) and deliverables as stated in Section 4. Access to the site and performing the flow meter testing without obtaining the ROE Agreement is prohibited and any services rendered will not be paid until the ROE Agreement is completed and submitted to the District. The selected vendor is required to notify the Permittee prior to going on site. This notification can be made either via email or telephone and shall be documented in the database as explained in Section 3.1.

3.3 Meter Accuracy Testing. The selected vendor will perform meter accuracy testing services on an “as needed” basis. These tests must be performed in accordance with the District’s current meter accuracy rule criteria as detailed in the Water Use Permit Applicant’s Handbook – Flow Meter Specification (4.1.1.3) and Flow Meter Verification (4.1.1.4) (pages 77-79). Photographs of the meter, showing the meter reading, are required and must be submitted with the Report Form.

3.3.1 Operators of meter testing equipment shall be certified to operate the type of equipment used and possess a minimum of 12 months of experience testing flow meter accuracy. Certification from the test equipment manufacturer, or other recognized training entities will suffice. The District maintains a list of certified vendors who perform flow meter accuracy testing on the District’s website (<https://www.swfwmd.state.fl.us/media/3100>). This list was used to solicit bids and therefore, the certification from the test equipment manufacturer and training certificates have been provided.

3.3.2 The test equipment will have been calibrated within the previous twelve (12) months of the submitted test and comply with the current National Institute of Standards and Technology (N.I.S.T.) standards. A valid Certificate of Calibration, showing the date of calibration and N.I.S.T. traceability will be provided to the District along with the items discussed in Section 4. The equipment’s water temperature must be set at 72 degrees.

3.3.3 A minimum of two separate timed accuracy tests shall be performed for each flow meter. (A single timed test run is insufficient.) Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum duration of 4 minutes. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of 8 minutes or longer per test, until consistent results are obtained. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with 4 or 8 minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed. The results of two consistent tests shall be averaged and the result will be expressed as a plus or minus percentage (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. For example, if the installed meter registered 528 gallons per minute and the test equipment reported 500 gallons per minute, the accuracy results would be +5.6%, which is the percent difference between the meter being tested and the test equipment.

**4.0 WORK PRODUCTS REQUIRED.** Accuracy test specifics and results must be documented on the District’s Report Form, Form No. LEG-R.101.00; Rule 40D-2.091(1)(a). A Report Form must be completed and provided to the District for each flow meter tested and may be obtained from the District’s website [www.swfwmd.state.fl.us](http://www.swfwmd.state.fl.us) by clicking on the links to “ePermitting”, “Water Use Permit”, “View WUP Forms”, “Flow Meter Accuracy Report Form”, respectively. If the test equipment provides a printout of data that was input, this shall be submitted with the Report Form.

4.1 Completed Flow Meter Accuracy Report Form.

4.2 Executed Right of Entry Agreement.

4.3 A diagram showing the precise location on the pipe where the testing equipment was mounted. This diagram must also show the pump, installed meter, and the piping configuration (with all valves, tees, elbows, and any other possible flow disturbing/obstructing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) must also be included in the diagram.

4.4 Digital photograph(s) of the test location, including the pump, installed flow meter, and current flow meter reading shall be included with the Report Form.

4.5 Quarterly Progress Reports.

**5.0 PERFORMANCE SCHEDULE AND BUDGET.** The District will provide the selected vendor with the sites to be tested and will identify evaluation priorities. It will be the sole responsibility of the selected vendor to coordinate, schedule, and perform the flow meter accuracy test then report back to the District. Assigned sites must be tested within thirty (30) working days of District notice unless the District agrees in writing to a longer time interval.

 The District will review, approve, and pay the selected vendor for completed accuracy tests performed in accordance with the District’s current meter accuracy rule criteria as detailed in the Water Use Permit Applicant’s Handbook Part B – Flow Meter Verification (pages 77-79).

1. **TERM.** The term of the resulting Purchase Order is anticipated to be two (2) years. A new Purchase Order can be issued for an additional one (1) year term at the District’s sole discretion, and fees shall be paid based upon the quoted price for listed services on Request for Quote form.
2. **INSURANCE.** The Purchase Order resulting from this Request for Quote will require the Contractor to maintain insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida during the entire term of the Purchase Order. The Contractor will not commence work under the Purchase Order until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Purchase Order number and Project Manager.

	1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverages:

Minimum Limits per Occurrence $1,000,000

* 1. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person $100,000

Bodily Injury Liability per Occurrence $300,000

Property Damage Liability $100,000

 or

Combined Single Limit $500,000

* 1. The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from the Purchase Order.
	2. Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S. If Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
	3. Contractor must notify the District in writing of the cancellation of or material change to any insurance coverage required by the Purchase Order resulting from this RFQ. Such notification must be provided to the District within five (5) business days of the Contractor’s notice of such cancellation or change from its insurance carrier.
1. **SUBCONTRACTORS.** The Contractor may not subcontract with any entity of perform any of the Contractor’s obligations or services under this Request for Quote.
2. **PERMITS, REGULATIONS AND LICENSES.** It is the responsibility of the Contractor to apply for and acquire and/or maintain all necessary permits and/or licenses prior to commencement of work. Any additional permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor.

	1. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor performs work that is contrary to such laws, ordinances, rules and regulations, Contractor shall bear all costs arising therefrom and shall indemnify the District in accordance with Paragraph 4 of the Purchase Order Terms and Conditions.
3. **QUESTIONS: The District will accept written questions relating to this Request for Quote only during the following period: March 13, 2019 through March 25, 2019. Questions may be submitted by email to lisa.marshel@watermatters.org or by fax to (352) 754-3497.**
4. **RESPONSIVE/RESPONSIBLE.** At the time of submitting a response, the District requires that the Quoter be properly licensed and registered to do business in the State of Florida in accordance with applicable F.S. Responses that do not meet all requirements of this quote or fail to provide all required information, documents, or materials as provided may be rejected as non-responsive. Quoters whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this quote, and which Quoters are responsive and responsible. The District reserves the right before awarding the quote, to require a Quoter to submit such evidence of Quoter’s qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Quoter to perform the work in a satisfactory manner and within the time specified. The Quoter is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the quote. Ignorance of legal requirements on the part of the Quoter will in no way relieve responsibility.

Sample Right-Of-Entry Agreement Form

Sample Flow Meter Accuracy Report Form

