



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

Date: May 4, 2011
To: Prospective Respondents
From: Elizabeth Mattke Voice: 386-329-4380 emattke@sjrwm.com
Sr. Contracts Administrator Fax: 386-329-4329
Subject: Informal Request for Quotations #27041
Algal Toxin Analysis Of Surface Water Samples from the Lower St. Johns River –
Ambient Monitoring

The St. Johns River Water Management District is interested in receiving quotations from respondents interested in providing analysis of algal toxins microcystin, cylindrospermopsin and saxitoxin in surface water samples, as well as providing coarse identification and cell counts for dominant phytoplankton present in the water column. This solicitation has been issued as a request to supply these services in accordance with the Statement of Work beginning on page 11 of the draft contract (attached). If you are interested, complete and forward Exhibit 1, along with the requested information to my attention no later than **3:00 p.m., Friday, MAY 13, 2011**. Responses should be submitted as a Microsoft Word or Adobe pdf document via E-Mail or FAX using quotation #27041 in the subject line.

This procedure is not a formal competitive process subject to a public opening. Quotes will be evaluated by staff to determine the lowest responsive, responsible quotation. Incomplete quotes may be disqualified from consideration. It is requested that your quote be organized as outlined in Exhibit 1.

The estimated budget for this project is \$45,222. A fixed term letter agreement, similar to the draft attached as Exhibit 2, will be issued to the successful respondent. Should you have any questions or need clarification regarding this solicitation, please contact me.

Attachments:

Exhibit 1 – Minimum Qualifications and Quote Form
Exhibit 2 – Draft Letter Agreement
Attachment B – Statement of Work (page 11)
Attachment C – Insurance Requirements (page 13)

GOVERNING BOARD

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EXHIBIT 1 – MINIMUM QUALIFICATIONS AND QUOTE FORM

Minimum Qualifications

1. Experience – Analyses shall be conducted by a person with at least three years of experience in ELISA methods. Provide resume or other documentation for proposed individual.
2. References – Respondent shall provide three (3) customer references in the past five (5) years of customers who have contracted for projects related to ELISA methods and plankton analyses. Each reference shall include the following: name, location, contact phone # and E-mail, and brief description of project scope.
3. Attachments – to be submitted with quote
 - 1) Copy of current Insurance Certificate, and 2) Completed W-9 form

Quote Form

Item #	ALGAL TOXIN ANALYSIS	Kit Manufacturer	Cost Breakdown
1.	Containers & Shipping		\$_____
2.	Sample Preparation		\$_____
3.	Microcystin ELISA	*Envirologix EP 022	\$_____
4.	Cylindrospermopsin ELISA	*Abraxis PN522011	\$_____
5.	Saxitoxin ELISA	*Abraxis PN52255B	\$_____
6.	Cell Counts & Identification of Phytoplankton	Microscopy	\$_____
7.	Reporting		\$_____
	TOTAL Cost per Sample		\$_____

*If quoting an alternate kit manufacturer(s) than the ones listed above, state the type of Enzyme-Linked Immunosorbent Assay (ELISA) kit proposed for use, the manufacturer, the method of sample preparation, the detection limit, and the spike recovery threshold for sample re-analysis by item in the space below.

EXHIBIT 1 – MINIMUM QUALIFICATIONS AND QUOTE FORM

(continued)

Acknowledgement

I hereby acknowledge, as Respondent's Authorized Representative, that I have fully read and understand all terms and conditions as set forth in this Informal Request for Quote, and upon award of such Contract/PO, shall fully comply with such terms and conditions.

DATE

RESPONDENT

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER



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Exhibit 2 – Draft Contract

May xx, 2011

Re: Contract #27041 – Algal Toxin Analysis of Surface Water Samples from the Lower St Johns River – Ambient Monitoring

Dear [Name]:

This Agreement, including attachments, constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and _____ (“Contractor”) under the terms and conditions contained herein. Contractor may commence the services provided for herein (the “Work”) upon execution of this Agreement, unless otherwise provided in the Statement of Work, and providing proof of insurance coverage to the Contracts Administrator by mail, fax, or e-mail, as indicated below. Commencing the Work constitutes acceptance of all of the following terms and conditions.

Contractor shall timely and fully perform the Work subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. Insurance requirements are as provided in Attachment C. Contractor warrants that it has workers’ compensation insurance *in not less than the minimum requirements of Florida law*. This Agreement, including attachments, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- **Term.** This contract shall be effective upon execution by both parties and shall expire on September 30, 2013 (“Completion Date”), unless amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- **Funding.** The District agrees to pay Contractor \$_____ for satisfactory performance of the Work, as described in Attachment B.

- Project Management. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT

John Hendrickson, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4370
E-mail: jhendrickson@sjrwm.com

CONTRACTOR

, Project Manager

E-mail:

- The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the time for or cost of completing the Work, or otherwise significantly modify the terms of the Agreement.
- Invoice Submittal. Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- Invoice Information. All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Contractor's name and address (include remit address, if necessary); (4) Contractor's invoice number and date of invoice; (5) District Project Manager; (6) Contractor's Project Manager; (7) supporting documentation as to cost and/or Work completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within forty-five (45) days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- Final Invoice. The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten (10) percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for**

delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

- End of District Fiscal Year Reporting. The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- Travel expenses. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses must be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or state of Florida travel forms and are paid pursuant to District Administrative Directive 2000-02.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by mail to the District’s Contracts Administrator:

St. Johns River Water Management District
Attn: Elizabeth Mattke
4049 Reid Street
Palatka, FL 32177
Office: (386) 329-4380
Fax: (386) 329-4329

Sincerely,

Kirby B. Green III, Executive Director, or Designee
St. Johns River Water Management District

Date: _____

CONTRACTOR

(By signing below you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____
Print Name: _____
Title: _____

Date: _____

Attachments:

Attachment A: Standard Terms and Conditions

Attachment B: Statement of Work

Attachment C: Insurance Requirements

Letter Agreement – General

Last updated: 1-31-11

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this Agreement except in writing. The District's Project Manager may issue a District Supplemental Instruction (DSI) form to authorize minor changes in the Work that both parties agree will not affect the time for or cost of completing the Work. Modifications that alter, add to, or deduct from the Work, shall be implemented through a change order or amendment.

2. **Assignment.** Contractor shall not sublet or assign the Work or any portion thereof involving more than 25% of the total cost of the Work without the District's prior written consent. District approval of a subcontractor does not create a contractual relationship between any subcontractor and the District. Contractor is responsible for the fulfillment of all work elements included in any subcontract and is fully responsible for the acts and omissions of its subcontractors.

3. **Audit.** Contractor shall allow the District until the expiration of three (3) years after expenditure of funds under this Contract to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Contract.

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

5. Disputes.

(a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

(b) **Invoices.** In the event the District rejects an invoice as improper, and Contractor declines to modify the invoice, Contractor must notify the District in writing within ten (10) calendar days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

6. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own

attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

7. Funding Contingency. This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. Indemnity. Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.

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

11. Ownership. All deliverables and all documents, including draft and final reports, original drawings, estimates, programs, manuals, specifications and field notes, developed, secured or used in performing the Work, including Work not accepted by the District, are District property when Contractor has received compensation therefor. All ownership rights belong to the District, including the right to copyright, trademark, and patent the Work. District specifications and copies thereof are District property and shall not be used on other work. Any Work subject to patent or copyright is a "work made for hire" as defined by the patent and copyright laws of the United States.

12. Payment and Release. Contractor shall pay all proper charges for labor and materials required to perform the Work. Unless otherwise stated herein, the District shall pay Contractor percent (%) of each approved invoice. Acceptance of final payment constitutes a release of all claims against the District arising by reason of the Work. The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to the extent necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) Contractor's failure to make payments when due to subcontractors or suppliers; (3) failure to maintain adequate progress in the Work; or (4) any other material breach hereof. Amounts withheld shall not be considered due until the ground(s) for withholding payment have been remedied.

13. **Permits and Licenses.** All materials used and work performed must conform to the laws of the United States, the State of Florida, and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed.

14. **Pollution Control.** Contractor shall not discharge or permit the discharge of any pollutant as defined in section 403.031, Fla. Stat., including fuels, oils, acids, insecticides, herbicides, wastes, toxic or hazardous substances, onto any lands or into any surface or ground waters. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any pollutant or material that can cause pollution, is dumped or spilled in unauthorized areas, Contractor shall so notify the District within one (1) workday and shall then remove the polluted material and restore the area to its original condition at Contractor's sole expense.

15. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

16. **Public Records.** Contractor shall allow public access to all documents made or received by Contractor in performance of the Work that are subject to Chapter 119, Fla. Stat. If Contractor receives a request pursuant to Chapter 119, Fla. Stat., Contractor shall promptly notify the District's Project Manager and follow the Project Manager's instructions regarding the release of those records.

17. **Social Security Number Collection and Usage.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent contractors who do not provide a Federal Employer Identification Number.

18. **Safety.** Contractor has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors and servants shall allow any hunting, or any weapons, animals, alcohol, or drugs, on District property. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.

19. **Termination.** The District may terminate this Agreement without cause upon 10 days written notice. In such event Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, in the event of any material breach hereof, the District may terminate this Agreement for cause on ten (10) days written notice and opportunity to cure. Upon termination, the District may take possession of and finish the Work by whatever means the District deems expedient. Contractor may terminate this Agreement only if the District fails to pay sums when due. In such event, Contractor shall provide the District no less than ten (10) days prior written notice of its intention to terminate and afford the District an opportunity to cure the grounds for termination within said period.

ATTACHMENT B – STATEMENT OF WORK

ALGAL TOXIN ANALYSIS OF SURFACE WATER SAMPLES FROM THE LOWER ST. JOHNS RIVER – AMBIENT MONITORING

I. Background

The St. Johns River is one of the largest rivers in the Southeast U.S. It is a significant commercial, cultural, ecological and economic resource for northeast Florida. It is an American Heritage River. The lower St. Johns River has been identified by the National Oceanic and Atmospheric Administration in their National Estuarine Eutrophication Assessment as exhibiting the symptoms of eutrophication, by the Florida Department of Environmental Protection and the Environmental Protection Agency as impaired and in need of a Total Maximum Daily Load (TMDL) for nitrogen and phosphorus pollution, and by the Florida State Legislature as a Surface Water Improvement and Management (SWIM) Act priority water body.

One of the manifestations of nutrient pollution and eutrophication is the episodic occurrence of severe blue green algal blooms. These blooms often contain species capable of the production of substances toxic to aquatic organisms and humans. It is in the interest of the St. Johns River Water Management District Lower St. Johns River SWIM program to determine the occurrence and concentration of these algal toxins.

II. Objectives

This contract's objective is to obtain the services of a laboratory for a three-year contract to perform the analysis of the algal toxins microcystin, cylindrospermopsin and saxitoxin in surface water samples, as well as provide coarse identification and cell counts for dominant phytoplankton present in the water column.

III. Scope of Work

The Contractor shall analyze samples submitted by the District for microcystin, cylindrospermopsin and saxitoxin using Enzyme-Linked Immunosorbent Assay (ELISA) methods. In addition, the Contractor shall provide cell density identified to genus and species for Cyanobacteria and identified to at least division-level for the remaining phytoplankton present in each sample.

IV. Task Identification

Samples for this project will be submitted by the District's Lower St. Johns River Basin ambient surface water sampling program. Ambient sampling events for the St. Johns River occur bi-weekly, over an approximate 3-day interval. Samples for the week's worth of ambient events will be shipped to the contractor immediately following the last day of the week's sampling excursions. All samples will be shipped such that they arrive to the Contractor no later than Friday morning accompanied by a Chain of Custody form which shall be maintained. Approximately eight samples are to be submitted on a biweekly (every two weeks) basis seasonally from April through September.. Approximately 256 samples total will be submitted. All samples shall be analyzed for microcystin, cylindrospermopsin and saxitoxin. In

addition, phytoplankton identification and cell counts to genus and species for Cyanobacteria and cell counts to division for the remaining phytoplankton shall be provided for each sample, for the dominant phytoplankton in the sample. Dominant phytoplankton are considered to be those that comprise approximately 80 percent of the total phytoplankton biovolume. Sample result reports shall also include pertinent quality assurance information such as blank results, standards results and spike recoveries. Samples will be shipped by overnight express courier to the Contractor's laboratory immediately following the last day of the week's event. Sampling bottles, shipping coolers, cold-packs, padding, and shipping costs are to be provided or paid for by the Contractor.

V. Contract Budget

The projected contract budget for algal toxin analysis is \$45,222 for 28 months, to cover the anticipated costs of analysis through September 30 , 2013. **Because of the desirability for rapid response during potentially hazardous bloom conditions, payment shall be dependent upon the elapsed time between sample submittal and results reporting.** Samples analyzed and reported within 2 business days following the arrival at the contracted laboratory may be invoiced at full price. Samples reported after 2 days shall be paid at 75 percent of full cost.

ALGAL TOXIN ANALYSIS	Kit Manufacturer	Cost Breakdown
Containers & Shipping		\$ _____
Sample Preparation		\$ _____
Microcystin ELISA	Envirologix EP 022	\$ _____
Cylindrospermopsin ELISA	Abraxis PN522011	\$ _____
Saxitoxin ELISA	Abraxis PN52255B	\$ _____
Cell Counts & Identification of Phytoplankton	Microscopy	\$ _____
Reporting		\$ _____
TOTAL Cost per Sample		\$ _____

ATTACHMENT C – INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any District insurance considered excess coverage. Contractor shall not commence the Work until it has provided Certificates of Insurance to the District documenting such coverage. The “St. Johns River Water Management District” shall be shown as an additional insured under all policies to the extent of the District’s interests under this Agreement, except workers’ compensation and auto liability. The insurance certificate shall include an endorsement requiring ten (10) days prior written notice to the District before any change or cancellation is made effective. In addition, it shall have the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” stricken from the cancellation clause in the Certificate of Insurance. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor is responsible for any deductible or self-insured retention. Insurance is to be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers’ compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers’ Compensation, shall be submitted to the District.
- (b) **General Liability.** Commercial General Liability Insurance on an “Occurrence Basis,” with limits of liability not less than \$300,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage, and (5) property damage resulting from explosion, collapse or underground (x, c, u) exposures. Extensions shall be added or exclusions deleted to provide the necessary coverage. “Claims made” coverage will be accepted only after verification that “occurrence” coverage is not available.
- (c) **Automobile Liability.** Minimum requirements of Florida law.