

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSAL (“RFP”) 20-001
CONTRACTUAL SERVICES FOR
PRE-QUALIFIED VENDOR LIST FOR RECOVERY EFFORTS
AND DEBRIS REDUCTION CLEARANCE SERVICES

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is issuing a Request for Proposal (RFP) to obtain qualifications, experience information and equipment lists from firms in order to pre-qualify contractors for recovery efforts and debris reduction clearance services in support of the Northwest Florida Water Management District 16-county region (see Exhibit Map 1). The District has two public office facilities located in Havana, Florida and DeFuniak Springs, Florida, two field offices located in Youngstown, Florida and Milton, Florida and owns over 211,000 acres of land throughout Northwest Florida in the following counties: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Walton and Washington Counties (see Exhibit Maps 2 through 4).

The deadline for submission of proposals is 3:00 P.M. Eastern Time (ET), Friday, May 15, 2020. The opening of the sealed proposals can be viewed by clicking on the following link: <https://www.nwfwater.com/Contact-Us/Meetings>. Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice. All proposals must conform to the instructions in the Request for Proposal (RFP) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete RFP package from the District’s website (<http://www.nwfwater.com>). A copy of the complete RFP package may be obtained from the State of Florida’s Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_main_menu. A copy of the complete RFP package can also be obtained by calling (850) 539-5999.

A Selection Committee composed of three District staff members will evaluate and score the proposals. It is the intent of the District to contract with all firms deemed qualified by the ranking, using the evaluation criteria specified in the RFP. The contract(s) shall be for a term of sixty (60) months. Contract(s) awarded pursuant to this RFP does not obligate the District to assign any work to a Respondent nor does it obligate the District to pay a Respondent the rates reflected in the Respondents’ proposal. The District retains the right to negotiate lower rates after contract award if it is in the best interest of the District to do so.

Table of Contents

PAGE

PART 1 GENERAL INFORMATION

1.1	Definitions	4
1.2	Purpose	4
1.3	Issuing Office, Date and Location of Opening	4
1.4	Request for Proposal	4
1.5	Awarding of Work	5
1.6	Development Costs	5
1.7	Conflict of Interest	5
1.8	District Forms and Rules	6
1.9	Oral Presentations	6
1.10	Inquiries	6
1.11	Timetable	6
1.12	Delays	7
1.13	Submission and Withdrawal	7
1.14	Addenda	8
1.15	Equal Opportunity	9
1.16	Convicted Vendors	9
1.17	Discriminatory Vendor List	9
1.18	Scrutinized Companies, Boycotting	10
1.19	Inspector General Cooperation	10
1.20	Compliance with Health and Safety Regulations	10
1.21	Insurance	10
1.22	Prohibited Contact	11
1.23	Specification and Award Protest	11
1.24	Publicity	12
1.25	Waiver of Minor Irregularities	12

Table of Contents (continued)	PAGE
PART 2 SCOPE OF SERVICES	13
PART 3 PROPOSAL REQUIREMENTS	
3.1 Rules for Proposals	15
3.2 Proposal Requirements	16
3.3 Bid Bond and Performance Bond	17
3.4 Vendor Registration and W-9 Forms	17
3.5 Vendor Checklist	18
PART 4 SUBMITTAL FORMS	19
Form 1 Acknowledgement Form	19
Form 2 Skilled Employees	20
Form 3 Training/Certification (Skilled Employees)	21
Form 4 Equipment Listing/Rates	22
Form 5 Personnel Listing/Rates	23
Form 6 References	24
Form 7 Debris Reduction/Clearance Rates	25
Form 8 Contractor Information	26
PART 5 EVALUATION OF PROPOSALS	27
PART 6 DRAFT AGREEMENT	29
<u>EXHIBITS</u>	
EXHIBIT MAP 1 LOCATER MAP	49
EXHIBIT MAP 2 EAST REGION	50
EXHIBIT MAP 3 CENTRAL REGION	51
EXHIBIT MAP 4 WEST REGION	52

PART 1

GENERAL INFORMATION

1.1 DEFINITIONS

For the purpose of this RFP, “Respondent” means contractor, vendors, consultants, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing a Request for Proposal (RFP) for the project titled “**CONTRACTUAL SERVICES FOR PRE-QUALIFIED VENDOR LIST FOR RECOVERY EFFORTS AND DEBRIS REDUCTION AND CLEARANCE SERVICES**”.

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

Northwest Florida Water Management District (Headquarters)
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY
3:00 P.M. EASTERN TIME (ET),
FRIDAY, MAY 15, 2020, THE DAY OF THE PUBLIC OPENING.**

1.4 REQUEST FOR PROPOSAL

The District solicits proposals for “Contractual Services for Pre-Qualified Vendor List for Recovery Efforts and Debris Reduction and Clearance Services” (REDRCS). This proposal is for recovery efforts to repair public use amenities such as roads, fences pavilions, campsites, etc. and the reduction and/or clearance of debris following a natural disaster for District facilities and lands. The District has two public office facilities located in Havana, Florida and DeFuniak Springs, Florida, two field offices located in Youngstown, Florida and Milton, Florida and owns over 211,000 acres of land throughout Northwest Florida in the following counties: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Walton and Washington Counties (see maps attached as Exhibit Maps 1 through 4). All REDRCS services must be prepared in accordance with the Scope of Services outlined in Part 2 of this RFP.

1.5 AWARDING OF WORK

The District anticipates entering into a contract with each Respondent that submits the qualified proposals as determined by the District for the specified services. The District reserves the right to award the work to the next most qualified Respondent in the event the successful Respondents fail to enter into the Agreement, or the Agreement with said Respondents are terminated within 90 days of the effective date.

The Respondent understands that this proposal does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until the proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all proposals, to negotiate with the qualified Respondents, to waive any irregularities of a minor nature, and to solicit and re-advertise for other proposals. Mistakes clearly evident on the face of the proposal documents, such as computation errors, may be corrected by the District. Per section 255.0991, F.S., the District has no regulation that provides Consultant preference as described in that statute.

All proposals may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of an award shall be posted to the District's website and the State of Florida's Vendor Bid System website.

1.6 DEVELOPMENT COSTS

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this proposal. Respondents should prepare the proposal simply and economically, to provide a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

1.7 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All Respondents shall disclose with their proposal the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the Respondent's firm, subsidiaries or branches.

1.8 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with the proposal. All proposals must comply with applicable Florida Statutes, laws, and rules.

1.9 ORAL PRESENTATIONS

The District is not requiring oral presentations for this solicitation.

1.10 INQUIRIES

All questions regarding this RFP shall be provided in writing and emailed to the Procurement Officer, Carol Bert at Carol.Bert@nwfwater.com, **no later than 10:00 AM. Eastern Time (ET) on Thursday, April 30, 2020**. Inquiries shall reference the date of the RFP opening and RFP title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the opening date (see *Section 1.14 Addenda*). Firms are responsible to check the District's website or State of Florida's Vendor Bid System website for addenda.

1.11 TIMETABLE

The District and Respondents shall adhere to the following schedule in all actions concerning this proposal.

- A.** On **Wednesday, April 15, 2020**, the District issues the Request for Proposal.
- B.** From the time of issuance, **Wednesday, April 15, 2020 until 12:00 PM. Eastern Time (ET) on Thursday, April 30, 2020**, the District will receive written inquiries on the RFP (received by email).
- C.** If substantive questions are received, District issues an Addendum at least ten (10) calendar days prior to the opening date for the proposals.
- D. Opening Deadline:** The sealed proposals will be opened at **3:00 P.M. Eastern Time (ET), Friday, May 15, 2020**. Proposals received after the opening deadline will not be considered.
- E.** From opening time, the District will review and evaluate the proposals on a timely basis.
- F.** The District may enter into a contract with the qualified Respondent(s) submitting the most responsive proposals after conducting evaluations, negotiations and obtaining appropriate approvals.

1.12 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify Respondents of all changes in scheduled due dates by posting the information to the District's website and State of Florida's Vendor Bid System website.

1.13 SUBMISSION AND WITHDRAWAL

The Respondent must submit the proposal in person, by mail, or courier such as UPS to this address:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, FL 32333-4712

Please be advised that mail delivery to the District is not always by 3:00 P.M. Eastern Time.

Respondents shall submit **one written proposal and one (1) new flash drive containing a pdf of the written proposal** in a sealed, opaque envelope or box. The electronic copy is required for ease of disseminating the submitted proposal throughout the District. Any discrepancies between written and electronic copies, the written proposal copy shall prevail. **The face of the envelope or box shall state in capital letters:**

“SEALED PROPOSAL FOR RFP 20-001, PROJECT TO BE OPENED, FRIDAY, MAY 15, 2020, 3:00 P.M. (EASTERN TIME) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT”

The sealed envelope or box shall also include the Respondent's name and business address. Proposals received after the opening deadline will not be considered. **Proposals received by the opening deadline but not properly sealed and labeled shall not be considered.** Receipt of a proposal by any District office or personnel other than the District receptionist or the Agency Clerk, at the headquarters office located at 81 Water Management Drive, does not constitute “delivery” and is not considered “received by” the District as required by this RFP.

Respondents who utilize courier service packing and shipping materials shall place the proposal in a **sealed and labeled** opaque envelope or box as described above inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the Respondent's responsibility to ensure that his/her submission is delivered at the proper time and place of the opening. **Proposals that are for any reason received after the established deadline will not be considered.** Submittal of proposals other than in person, by mail, or courier

such as UPS etc. shall not be accepted. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before the opening time.

A Respondent may withdraw a proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Respondents.

All proposals must be prepared based on the required information outlined in *Section 3.2 Proposal Requirements* and also include the Acknowledgement Form (PART 4). All blank spaces for information on the Respondents Information Sheet must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Acknowledgement Form** by examination of the criteria and specifications including addenda. After proposals have been submitted, Respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Proposals received by the District in response to this RFP will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the proposals, whichever is earlier. If the District rejects all proposals and concurrently provides notice of its intent to reissue the RFP, the rejected proposals remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued RFP or until it withdraws the reissued RFP. A proposal is not exempt for longer than 12 months after the initial notice rejecting all proposals.

Proposals will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the opening, whichever is earlier.

1.14 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the opening date. Prospective Respondents are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their proposal.

Submission of a proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda have been received. Failure of the Respondent to obtain any addenda does not relieve Respondent from any and all obligations under the proposal, as submitted. All addenda become part of the Agreement.

1.15 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified Respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their proposals. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity/osd/get_certified.

1.16 CONVICTED VENDORS

Pursuant to s. 287.133(2)(a), F.S., 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 on a contract 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 amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

1.17 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit 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 Consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

1.18 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the Respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the Contractor engages in such business operations. If the Respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the Respondent, as provided for in s. 287.135, F.S.

1.19 INSPECTOR GENERAL COOPERATION

Prospective Respondent or vendor understands and shall comply with section 20.055(5), Florida Statutes, which states: “It is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

1.20 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

The Respondent shall comply with all applicable federal, state and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1.21 INSURANCE

The Respondent, if awarded a contract, shall maintain at least one of the insurance option coverages listed below. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Respondent’s insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

The Consultant shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; and Bodily Injury by Disease \$1,000,000 each employee.

Evidence of all such insurance satisfactory to the District shall be furnished with the executed Agreement prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1.22 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.23 SPECIFICATION AND AWARD PROTEST

Any person who is adversely affected by the District's award shall file with the District a notice of protest in writing within 72 hours after the posting of the award. With respect to a protest of the terms, conditions, and specifications contained in this RFP, including any provisions governing the methods for ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the RFP or the addenda to the RFP that contains the new term, condition or specification that is protested. The formal written protest shall be filed within 10 days after the date the notice of protest is filed with a bond pursuant to Section 287.042(2)(c), Florida Statutes. The Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods. **The failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

1.24 PUBLICITY

The Respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this proposal or the service or any project to which it relates.

1.25 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the RFP that, if waived, will not have an adverse effect on the District's interest and will not give a Respondent an advantage or benefit not enjoyed by the other Respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

PART 2

SCOPE OF SERVICES

The Northwest Florida Water Management District is seeking qualified contractors to provide Recovery Efforts and Debris Reduction and Clearance Services (REDRCS). The District owns and maintains over 211,000 acres across sixteen (16) counties in northwest Florida (see maps attached as Exhibit Map 1 through Exhibit Map 4). These lands are vulnerable to natural disasters such as hurricanes, tornadoes, flooding, and fires. Such disasters damage or destroy District facilities including public use amenities on District lands such as roads, fences, pavilions, campsites, etc. District lands produce a substantial quantity of vegetative debris that poses a threat to public safety and private property; creates hazardous conditions to the public health, welfare, and safety; and results in a disruption of access to and use of District facilities and lands. The District seeks a safe and complete response to managing such vegetation as the initial step toward restoring District lands to a viable post-disaster condition. For more information on District lands and recreation sites, please visit the District's website at:

<https://www.nwfwater.com/Lands/Recreation>

The District anticipates awarding multiple contracts to contractors deemed qualified by the District to provide needed and anticipated services. The specific scope of work for individual work assignments will be detailed in District-issued Task Orders which will describe the work, specifications, timeline and deliverables for these services. All Contractors deemed qualified and under contract at the time of issuance will be provided the opportunity and required to submit quotes (or no quotes) for each proposed Task Order.

Project Goals

Depending on available funding and price quotes, the District anticipates conducting debris reduction efforts on approximately 48,000 acres of flood plains (SEE chart BELOW), 4,400 acres catastrophically or severely damaged timberlands, 400 miles of roadways (600 acres), 130 miles of trails (125 acres) and 400 acres of recreation sites to address the aftermath of Hurricane Michael.

APALACHICOLA RIVER		CHIPOLA RIVER		ECONFINA CREEK	
	<u>Acres</u>		<u>Acres</u>		<u>Acres</u>
WMA	36,612	WMA	7,914	WMA	3,717
Calhoun	13	Calhoun	719	Bay	2,086
Gulf	14,506	Jackson	7,195	Calhoun	0
Liberty	22,093			Jackson	338
				Washington	1,292

The District anticipates utilizing Contractors deemed qualified and under contract for any subsequent events on District lands during the contract period. The District will also utilize Contractors deemed qualified and under contract for vegetation management and land management services such as fireline creation and management; woods mowing and mulching; ditch mowing and maintenance; road, culvert, and low water crossing mowing, maintenance and installation; and similar land management services that will be contracted by separate Task Orders on an as-needed basis.

To participate in the assignment of Task Orders, the following will occur:

Each Contractor deemed qualified will enter into a five-year “Recovery Efforts and Debris Reduction and Clearance Services Agreement” (Agreement) with the District. The agreement will include a listing of personnel, subcontractors and equipment with maximum rates. The agreement must be executed within fifteen calendar days of receipt.

Each Contractor will be required to respond to each of the District’s requests for project quotes (RFQ) within the timeframes specified in each RFQ. A “no quote” response is required if the Contractor is unable to perform the services specified in the RFQ.

The District will issue Task Orders (TOs) to Contractors that will detail the tasks to be performed, schedules and any special instructions. Contractor’s will not be limited to the number of Task Orders outstanding as long as previous and current work assigned is completed as tasked and on schedule. However, the District reserves the right to limit TO assignment at the District’s sole discretion based on, but not limited to, known staffing and equipment limitations, quality of work performed and failure to meet specified deadlines. No specific amount of work is guaranteed through the Agreement.

Contractors will complete each assigned TO in accordance with the Agreement and TO specifications, weather permitting, in a safe and efficient manner.

Contractors will be required to coordinate closely with the appropriate regional land manager when planning and performing tasks. Methodology for completion of tasked work near streams, lakes, wetlands and other waterbodies must be approved in advance by the District and it is the Contractor’s responsibility to obtain all required permits unless otherwise directed in the Task Order.

Contractors must have the capability to supply all equipment and personnel necessary to safely complete the TO. Sub-contractors, if used, must be identified and approved by the District in advance and provide documentation of their experience conducting prescribed tasks and the types of equipment they have available to conduct activities on District lands.

Contractors assigned the construction, rehabilitation, or refreshing of fire lines and firebreaks will conduct such work in accordance with the guidelines found in the most current edition of the Florida Forest Service (FFS) Silvicultural Best Management Practices manual.

Adequate fire suppression equipment and personnel must be maintained by the Contractor on the site where fire is used as a debris reduction methodology. All burning must be authorized by the Florida Forest Service as a certified burn.

Contractors will communicate no less than daily with the District Project Manager and his designees concerning all work activities. Contractors will be responsible for conducting all mop-up, monitoring and long-term smoke management procedures.

The selected Contractors shall furnish all personnel, equipment, personal protection equipment (PPE) and other resources needed to complete the assigned tasks.

PART 3

PROPOSAL REQUIREMENTS

3.1 RULES FOR THE PROPOSALS

- A. All proposals must comply with applicable Florida Statutes, laws, and rules.
- B. **One printed proposal** and **one electronic copy in a pdf format on a new flash drive** of the proposal must be submitted in a properly marked envelope or box in person, by mail, or commercial courier. See PART 1, *Section 1.13 Submission and Withdrawal* of this RFP for further details. The electronic copy is required for ease of disseminating the submitted proposal throughout the District. Any discrepancies between written and electronic copies, the written copy shall prevail.
- C. All Respondents shall furnish evidence of its qualifications by providing information requested in *Section 3.2 Proposal Requirements* and completing, signing and submitting all **Submittal Forms** in PART 4.
- D. All proposals shall be completed and submitted as requested in *Section 3.2 Proposal Requirements* along with the attached **Submittal Forms** (PART 4) and must be accompanied by a **Bid Bond**. See *Section 3.3 Bid Bond and Performance Bond*.
- E. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the price.
- F. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the price.
- G. All costs whether direct or indirect which will be ultimately paid by the District must be included in the price. Any indirect, overhead, profit margin or other such costs, however named, must also be included in the price.

- H.** The award hereunder is subject to Chapter 112, Florida Statutes. All Respondents shall disclose with their proposal the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the Respondent's firm, subsidiaries or branches.

3.2 PROPOSAL REQUIREMENTS

Proposals submitted in response to RFP 20-001 for Contractual Services for Pre-qualified Vendor List for Recovery Efforts and Debris Reduction and Clearance Services at District facilities and land, at a minimum, must include the completion and submittal of Forms 1 through 8 found in Section 4, plus additional submittal pages as needed, to include, at a minimum, the following information.

A. Company Information and Qualifications

Respondents shall provide the following information:

- a. Name, business address and address of any branch offices, phone, fax and e-mail address.
- b. Information on the principal;
 - i. Formal education,
 - ii. Qualifications and formal training,
 - iii. Years of experience; describe experience in similar work.
- c. Information on skilled staff;
 - i. Formal education,
 - ii. Qualifications and formal training,
 - iii. Years of experience; describe experience in similar work.
- d. Qualifications of the firm, including documentation of the firm's experience.
- e. List of Equipment.
- f. Hourly Rates for Personnel, Equipment
- g. Rates for Debris Reduction and Debris Clearance
- h. List of three (3) former clients (include name, address and telephone number) that can serve as a reference* on similar past projects performed by the respondent;
- i. Documentation, if you are a Minority Business;

- j. Provide evidence of current levels of insurance (refer to Section 9 Insurance in Draft Agreement) in areas of General Liability, Automobile Liability, and Workers' Compensation;
- k. List any litigation your business has been involved in within the last three years;
- l. Any other materials or information that might assist the District in evaluating your qualifications.

*All references must be verifiable and will be checked. It is the responsibility of the respondent to ensure that valid contact information is provided for each reference.

B. Cost Information

Respondents to the RFP shall provide hourly and per acre rates for all staff and equipment that could participate on any work assignment.

3.3 BID BOND AND PERFORMANCE BOND

In addition to the proposal, Respondents must submit a bid bond in the form of a company check, cashier's check, money order or surety bond in the amount of \$10,000.00. The bid bond will be returned upon completion of the evaluation process to unsuccessful Respondents or upon execution of the "Recovery Efforts and Debris Reduction and Clearance Services Agreement". Successful Respondents will be required provide a performance bond in the amount of \$10,000.00 at the time the Agreement is executed, and execution of the Agreement by the District will be subject to receipt of the performance bond. Before award of a Task Order, a Task Order-specific performance bond equal to 25% of the value of the Task Order will be required. and execution of the Task Order by the District will be subject to receipt of the performance bond.

Attorneys-in-fact who sign performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The successful Respondent will be required to execute the contract within fifteen (15) calendar days once notified by the District Project Manager. In case of failure of the Respondent to execute the Agreement, the District may at its option consider the Respondent in default, in which case the bid bond accompanying the proposal shall become the property of the District.

3.4 VENDOR REGISTRATION AND W-9 FORMS

The selected Respondent will be required to complete a Vendor Registration Form and W-9 Form once the awarded Respondent is notified by the District Project Manager.

3.5 VENDOR CHECKLIST

Please review the checklist for this RFP (RFP No. 20-001) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the Respondent simply failed to comply with required preparation and submission requirements.

- ☐ Have you performed a final review of your proposal to ensure you included all required documentation? **The omission of required items may result in rejection of the proposal.**
- ☐ Have you included your response to the information required in *Section 3.2 Proposal Requirements*?
- ☐ Have you completed, signed, and included the **Submittal Forms 1 through 8 (PART 4)**? Have you verified all information to ensure that they are complete and accurate?
- ☐ Have you provided evidence of your Minority Business, Veteran's Business and/or Drug-Free Workplace designation, if applicable? Please attach any pertinent documents to the proposal package.
- ☐ If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- ☐ Have you included a **Bid Bond** of \$10,000.00 as described in *Section 3.3 Bid Bond*?
- ☐ Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your response will arrive before the deadline?
- ☐ Is your envelope properly marked and does it contain one printed proposal and a new flash drive with an electronic pdf version of the proposal (See *Section 1.13 Submission and Withdrawal*) of this RFP for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your proposal is opened prior to the designated date and time, it cannot be considered.

PART 4. SUBMITTAL FORMS

Form 1. Acknowledgement Form

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this response as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the work, is or are named herein, and that no person other than herein mentioned has any interest in this response or in the Agreement to be entered into; that this response is made without connection with any other person, company, or parties submitting a response; and that this response is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the response opening, as acknowledged via separate form attached (where applicable); and has otherwise satisfied itself that it is fully informed relative to the work to be performed. Respondent understands that the Agreement contains a statement that the respondent understands and will comply with Section 20.055(5), Florida Statutes, as it pertains to cooperating with inspectors general.

Respondent agrees that if its response is accepted and an Agreement is negotiated with the District, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the work in accordance with the time for completion specified in the Agreement Task Orders, and shall furnish the required evidence of the specified insurance.

Authorized Signature

Position or Title

Typed Name of Above Signature

Company

Federal Employers Identification (FEID#) (Use SS# if no FEID#)

Unsigned proposals may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk, Northwest Florida Water Management District

Form 2. Provide information on all current skilled company employees who are anticipated to participate on this project (add additional pages if needed).

Employee Name	Title	Years with Company	Describe the employee's skill or experience as it relates to this RFP

Form 3. Provide education and training information for current skilled company employees who will be used for this project (add additional pages if needed). Include pertinent formal education, and related training and education. Education and training documentation (diplomas, transcripts, certificates, etc.) may be requested by the District in the future but should not be submitted at this time. (THIS FORM IS FOR POSITIONS THAT REQUIRE SPECIFIC LICENSURE/CERTIFICATION e.g. CDL, Prescribed Fire, etc.)

Employee Name	Education and Training Coursework Name/Number/Description	Education/Training Provider	Year Completed

Form 4. Provide a list of equipment (owned or leased) that could be used for anticipated projects. Include hourly equipment rates and mobilization cost. All hourly rates include the cost of the operator (except ATV's and UTV's) and fuel. Rates provide establish the maximum reimbursable rate for the term of the contract. Attach additional pages if needed.

Equipment Type	Equipment Description [make, model, HP, attachment(s)]	Hourly Rate (\$/hour)	Combined Mobilization/ Demobilization Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Form 5. Provide hourly rates for personnel. All respondents are required to provide hourly personnel rates. Payments based on hourly personnel and equipment rates can be applied to all work areas. All work utilizing hourly rates must be approved in advance by written task order and will be applied at the sole discretion of the District. Rates provide establish the maximum reimbursable rate for the term of the contract.

Personnel Title	Hourly Rate (\$/hour)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Form 6. List three (3) former clients (include name, address and telephone number) that can serve as a reference on similar past projects performed by the respondent.

Date(s) (Month/Year)	Location (County/ State)	Scope of Work	Client Name and Address	Contact Person	Contact Person Phone Number

Form 7. DEBRIS REDUCTION AND CLEARANCE RATES

Debris Reduction/Clearance Activity	Debris Reduction/Clearance Cost Per Acre*	Debris Reduction/Clearance Cost Per Cubic Yard*
<u>Improved Areas</u>		
Roads	\$ _____	\$ _____
Trails	\$ _____	\$ _____
Recreation Sites	\$ _____	\$ _____
<u>Fire lines</u>		
Creation	\$ _____	\$ _____
Rehabilitation	\$ _____	\$ _____
Refresh	\$ _____	\$ _____
<u>Managed Areas</u>		
Upland	\$ _____	\$ _____
Flood Plains/Wetland	\$ _____	\$ _____
Vegetative Fuel Management	\$ _____	\$ _____

Rates provide establish the maximum reimbursable rate for the term of the contract.

* Debris Reduction/Clearance Cost Per Acre is inclusive of all costs, including but not limited to, employee pay, employee benefit costs, insurance, bonds, fuel, vehicles, transportation, mobilization and demobilization, equipment, communication equipment, GPS units, cameras, PPE, power tools, hand tools, and any other costs necessary for the Contractor to meet project specifications. Any needed fireline preparation and rehabilitation and all planning, permitting, administrative, contract management, and invoicing costs are included.

Form 8. CONTRACTOR Information Form

1. Contractor Information			
Contractor Firm Name:			
Contact Person Name & Title:			
Mailing Address:			
City, State & Zip:			
Contact Phone Number:		Fax Number:	
E-mail Address:			
Federal Employer ID#:			
Is this firm a certified minority business enterprise? If yes, please provide documentation.			Yes <input type="checkbox"/> No <input type="checkbox"/>
Is this firm a certified veteran's business enterprise in compliance with s. 295.187(4), F.S.? If yes, please provide documentation.			Yes <input type="checkbox"/> No <input type="checkbox"/>
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.			Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Subcontractor Information (if necessary, please attach information for additional subcontractors)			
Subcontractor 1 Firm Name:			
Mailing Address:			
City, State & Zip:			
Type of Work:			
Federal Employer ID or Social Security #:			
3. Respondent's Statement of Qualification			
I understand that the above qualification and experience criteria are required to submit a proposal in response to RFP 20-001. By signing this application, I acknowledge that all qualifications and experience criteria are true.			
_____ Person Completing Form (print name)		_____ Signature	

Unsigned proposals shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

PART 5

EVALUATION OF PROPOSALS

Evaluation of the submitted proposal materials will be conducted by a Selection Committee comprised of three District staff of the Northwest Florida Water Management District using the following criteria, corresponding to factors listed in *Section 3.2 Proposal Requirements*.

The contract(s) will be awarded in the best interest of the District, from those proposals submitted by Respondents considered qualified by the District and able to perform the work as described in this RFP. The District anticipates awarding the contract(s) to the Respondents that best meets the criteria listed below:

	Criteria	Maximum Points
1	Qualifications of principal and additional personnel	15
2	Inventory of equipment	15
3	Qualifications and experience of the firm	15
4	Reference from former clients of similar services.	10
5	Price – Per acre rates	15
6	Price – Employee hourly rates	15
7	Price – Equipment hourly rates	15
Total Points Available		100

A Selection Committee composed of three District staff will evaluate and score the proposals. It is the intent of the District to contract with all firms deemed qualified by the ranking, using the evaluation criteria specified in the RFP. The initial contract(s) shall be for a base term of sixty (60) months. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a Respondent nor does it obligate the District to pay a Respondent the rates reflected in the Respondents' Proposal. The District retains the right to negotiate lower rates after contract award if it is in the best interest of the District to do so.

The District's Selection Committee rankings will be presented to the Governing Board for action at the duly noticed public Governing Board meeting on May 28, 2020 at District headquarters.

If two or more proposals are tied, the tie will be broken by the respondent earning the most points from the following, each being assigned one point for a total of up to three points: (1) to the respondent that certifies compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) to the respondent that certifies compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; and (3) to the respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

SAMPLE QUESTIONNAIRE (for informational purposes only)

(to check references)

Instructions:

1. For each submittal, contact all three (3) references/clients.
2. Proposed team members (subcontractors) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times.
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
6. Do not obtain another reference as a replacement for a non-responding reference.

Upon completion, return all questionnaires to the Procurement Officer for this project.

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person: Telephone Number: Date of Contact:	
1. Briefly describe the scope, size and date of completion of the work performed by the contractor for your company.	
2. Overall, did the contractor adhere to the agreed upon schedule?	<u>Yes = 2 points No = 0 points</u> Score _____
3. Was the work completed within the overall budget?	<u>Yes = 2 points No = 0 points</u> Score _____
4. Were there delays in work progress due to unavailability of the contractor personnel?	<u>Yes = -1 points No = 1 point</u> Score _____
5. Did the contractor provide satisfactory and timely responses to your requests for information?	<u>Yes = 1 point No = 0 points</u> Score _____
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	<u>Yes = 1 point No = 0 points</u> Score _____
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the work with minimal oversight?	<u>Yes = 1 points No = 0 points</u> Score _____
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	<u>Yes = 1 points No = 0 points</u> Score _____
9. Did the contractor's work require substantial revisions or modifications prior to completion?	<u>Yes = -1 points No = 1 points</u> Score _____
10. How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

Maximum points available for all questions: **15 Point** Total score for this Respondent: _____

(Total score for Respondent will be filled in by the Procurement Officer.)

PART 6
DRAFT AGREEMENT

This Agreement is subject to change subsequent to legal review.

Agreement for Contractual Services for

**PRE-QUALIFIED VENDOR LIST FOR RECOVERY EFFORTS AND DEBRIS
REDUCTION AND CLEARANCE SERVICES**

**Between
Northwest Florida Water Management District
and
CONTRACTOR**

(NFWWMD Contract Number 20-0??)

This Agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the **District**) and _____ (hereinafter, the **Contractor**). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

A. General

1. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services (the “Work”) shall be provided in accordance with the Contractor’s bid response submitted under Request for Proposal (RFP) **20-001** entitled “**CONTRACTUAL SERVICES FOR PRE-QUALIFIED VENDOR LIST FOR RECOVERY EFFORTS AND DEBRIS REDUCTION AND CLEARANCE SERVICES**” set forth in EXHIBIT 1 attached hereto and incorporated herein by reference.
2. The contract documents which make up this Agreement consist of this Agreement document, Request for Proposal **20-001**, Contractor’s bid response, technical specifications, all addenda issued prior to the execution of this Agreement, the proposal submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. At its sole discretion the District may schedule the Work by individual or multiple phases utilizing the geographic subdivision of phases delineated on Exhibit Maps 2 through 4. Task Orders will be issued that specify the phases to be completed within a specific timeframe.
4. Prior to the Contractor’s commencement of Work, a performance bond will be required for the Task Order Work phase(s) in accordance with the specifications contained in Section 5.
5. Prior to the Contractor's commencement of Work, the District shall provide and transmit to the Contractor an approved Notice to Proceed that specifies the phases to be completed under the specific Task Order. The Contractor shall commence Work within ten (10) days of issuance of a Notice to Proceed by the District.
6. All Work shall be performed in accordance with the specifications and requirements contained in the Scope of Work.

B. Background

The District is seeking contractual services for recovery efforts and debris reduction and clearance services on District lands. Specific work assignments will be identified in Requests for Quotes (RFQ) and subsequent Task Orders issued under this Agreement. The terms of this Agreement apply to all Task Orders and the Task Orders will include additional specifications for particular debris or vegetation management assignments. The District has been divided into three discrete regions, as illustrated on the attached Exhibit Maps 2 through 4.

C. Scope of Work

1. The Contractor will respond to each District RFQ within the timeframes specified in each RFQ. A “no quote” response is required if the contractor is unable to perform the services specified in the RFQ. As part of the RFQ response, contractors will be required to provide an estimated number of days that they can provide the services to the District during the time period specified within the RFQ. The District will distribute the work among multiple pre-qualified contractors in the manner that it determines best and most economical method for accomplishing the specified tasks in a safe and timely manner. The Contractor’s quote shall include rates for each specified activity or personnel assignment and the Contractor’s rates quoted shall not exceed the rates specified in Attachment B hereto.
2. The District will issue Task Orders (TO’s) to the Contractor that will list schedules and any special instructions. New TO’s may be issued once substantial progress has been made on the previous TO’s. No specific amount of work is guaranteed through the Agreement. Future TO’s may be withheld until all work specified on previous Task Orders is completed.
3. The Contractor will complete each assigned TO in accordance with this Agreement and the TO specifications, weather permitting, in a safe and efficient manner.
4. The Contractor **must** have the capability to supply all equipment and personnel necessary to complete the work assigned through the TO. Sub-contractors, if used, must be identified and approved in accordance with SECTION 10.
5. Prior to payment to the Contractor, District staff will conduct a walk-through to evaluate that each work assignment was satisfactorily completed. This will consist of an on-site inspection to confirm that the objectives identified in the TO were met and all aspects of the work assignment were fulfilled. Payment will be withheld for incomplete work and/or inaccurate information provided to the District, until these issues are addressed by the Contractor to the satisfaction of the District.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions

or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.

- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in Work.
- D. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- E. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- F. As provided under s. 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- G. The Contractor certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage and equipment rates and other factual unit costs supporting the Contract Rates are accurate, complete, and current at the time of contracting. The Contract Rates and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract Rates was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract Rates adjustments must be made within one (1) year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.
- B. Payment for “**Contractual Services for Pre-Qualified Vendor List for Recovery Efforts and Debris Reduction and Clearance Services** (“Project”)” will be subject to inspection and approval by the District’s Project Manager. The Project Manager, will determine, in his sole discretion, whether or not the Contractor has successfully completed the authorized Work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- C. The Contractor may submit invoices for completed Work no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.
- D. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the Contract Price and will be the responsibility of the Contractor.
- E. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. Invoices shall include the Contractor name and address, date, time period covered by the invoice, District contract number, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that Work invoiced has been completed. Invoices shall not be submitted more frequently than monthly, or upon completion of a project phase, whichever is more frequent.
- F. An original invoice, including appropriate backup documentation, shall be submitted to both the District’s Project Manager at the contact information included in Section 8.B, and the District’s Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy.

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nwfwater.com

SECTION 5 – PERFORMANCE BOND

Prior to commencing work, the Contractor shall provide two Performance Bonds one in an amount equal to \$10,000.00 and a second on in an amount equal to twenty-five percent (25%) of the Contract Price of issued and outstanding Task Order(s), which shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 2D. hereof. The Performance Bond shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

SECTION 6 – TIME OF PERFORMANCE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Project Schedule shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the date of execution and shall remain in effect through the end of the Project Schedule. The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and approval of the District's annual budget.
- C. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Project Schedule (defined below). It is expressly understood and agreed by and between the Contractor and the District that the Project Schedule is a reasonable amount of time in which to complete the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- D. If the Contractor shall fail to complete Work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the performance bond required in Section 5.
- E. **Project Schedule:** this agreement shall remain in effect for 1,826 days. Each Task Order shall contain a schedule for the specific Work assignment contained in the Task Order.

SECTION 7 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a force majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A force majeure event is hereby defined as any one of the following circumstances beyond the control of Contractor: (a) war, (b) flood, (c) earthquake, (d) fire, (e) severe wind storm, (f) acts of public disturbance, (g) quarantine restrictions, (h) epidemics, (i) strikes, (i) freight embargoes, or (k) sabotage. The Term includes delays due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of a force majeure event.
- B. Delay. The Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten (10) days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of a continuing delay for the same cause, only one (1) notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District Contractor to complete its Work in a timely manner, changes ordered in the work, a force majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 8 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in Section 8.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District's Site Manager for this Agreement is identified below:

Tyler Macmillan, or as designated by District
Northwest Florida Water Management District
81 Water Management Drive

Havana, FL 32333-4712

Phone: 850-539-5999 or 850-556-5799

E-mail Address: Tyler.Macmillan@nfwfwater.com

The District's Project Manager for this Agreement is identified below:

Leonard Zeiler, or designated successor

Northwest Florida Water Management District

81 Water Management Drive

Havana, FL 32333-4712

Phone.: 850-539-2623

E-mail Address: Lennie.Zeiler@nfwfwater.com

The Contractor's Project Manager for this Agreement is identified below:

[Consultant's Project Manager's Name], or successor

[Company Name]

[Office or Program Name, if applicable]

[Mailing Address]

[City, State and Zip]

Phone: (XXX) XXX-XXXX

E-mail Address:

- C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional work shall be undertaken within the general scope of this Agreement.
- E. The District shall, at its sole discretion, determine whether the Project has been satisfactorily completed.
- F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

SECTION 9 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 10 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Change Order Amendment.
- B. When applicable, the Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all approved subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 11 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of

this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.

- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination; provided, however, that the Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- B. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.

- C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records law under Chapter 119, Florida Statutes, or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes.

SECTION 14 – CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in the state or federal courts sitting in Leon County, Florida.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on 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 amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with section 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, Contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. and Contractor shall keep and maintain such records as required by Florida Public Records law.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records,

the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.

- ii. Upon request from the District's custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
- iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT OMBUDSMAN@NFWWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 18 – FINANCIAL CONSEQUENCES AND REMEDIES

- A. Each Task Order issued will include a schedule for the assigned Work. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance as follows:
 - i. If Contractor fails to complete the Work hereunder within the Task Order schedule or extension of the Task Order schedule granted by the District in its sole discretion, but

does complete the Work within ten (30) calendar days after the scheduled completion date, the Task Order Amount shall be reduced by two percent (2%).

- ii. If Contractor fails to complete the Work hereunder within the Task Order schedule or extension of the Task Order schedule granted by the District in its sole discretion, but does complete the Work within twenty (60) calendar days after the scheduled completion date, the Task Order Amount shall be reduced by five percent (5%).

B. If the Contractor shall fail to complete the work hereunder within ninety (90) calendar days after the Task Order Project Schedule, or extension of the Task Order Project Schedule granted by the District in its sole discretion, then the Contractor shall be in default and shall forfeit the performance bond required in Section 5.

C. Cumulative Remedies. The rights and remedies of the District in this Section 18 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – FEDERAL PROVISIONS

This Agreement is for contractual services for recovery efforts and debris reduction and clearance services on District lands. As such, all costs are eligible for FEMA reimbursement. All activities by the Contractor must be performed in a manner that do not negatively affect the eligibility of the work for FEMA reimbursement.

- (1) No minimum amount of work is guaranteed under this Agreement.
- (2) Contractor will perform the specified services only at locations specified in writing (by hard copy or email of TO) from Tyler Macmillan, the District's project manager.
- (3) All work will be conducted according to this Agreement, which includes RFP 20-001.
- (4) All operations will be monitored by Tyler Macmillan or his designee.

Additional specific conditions that apply to the Agreement are below:

Schedule

All work must be completed in accordance with the schedule specified in the Task Order.

Equal Employment Opportunity

During the performance of this Purchase Order, the contractor agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The consultant 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 advising the said labor union or workers' representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the consultant's noncompliance with the nondiscrimination clauses of this Purchase Order or with any of the said rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Suspension and Debarment

- (1) This Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any purchase order or contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

The consultant certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from all subconsultants to the consultant to the recipient.

Changes

No amendment to this Agreement and assigned task order shall be effective unless reduced to writing and executed by the parties hereto.

Access to Records

The following access to records requirements apply to this Purchase Order:

- (1) The consultant agrees to provide the Northwest Florida Water Management District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order.

DHS Seal, Logo, and Flags

The consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from the Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this Purchase Order.

Davis-Bacon Act

If required by Federal legislation, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The consultant shall comply with 40 U.S. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

The consultant is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the consultant is required to pay wages not less than once a week.

Copeland Anti-Kickback Act

- (1) The consultant shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) The consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a consultant and subcontractor as provided in 29 C.F.R. 5.12.

Procurement of Recovered Materials

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance schedule;
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contract with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages & liquidated damages.* District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SECTION 21 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including EXHIBIT 1 and EXHIBIT MAPS 1, 2, 3 AND 4, the District's Request for Proposal package, and supporting documents, all of which are hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the last date below written.

(INSERT CONTRACTOR NAME)

**Northwest Florida Water
Management District**

By: _____

By: _____

Print Name: _____

Brett J. Cyphers
Executive Director

Print Title: _____

Date: _____

Date: _____

EXHIBIT MAP 1

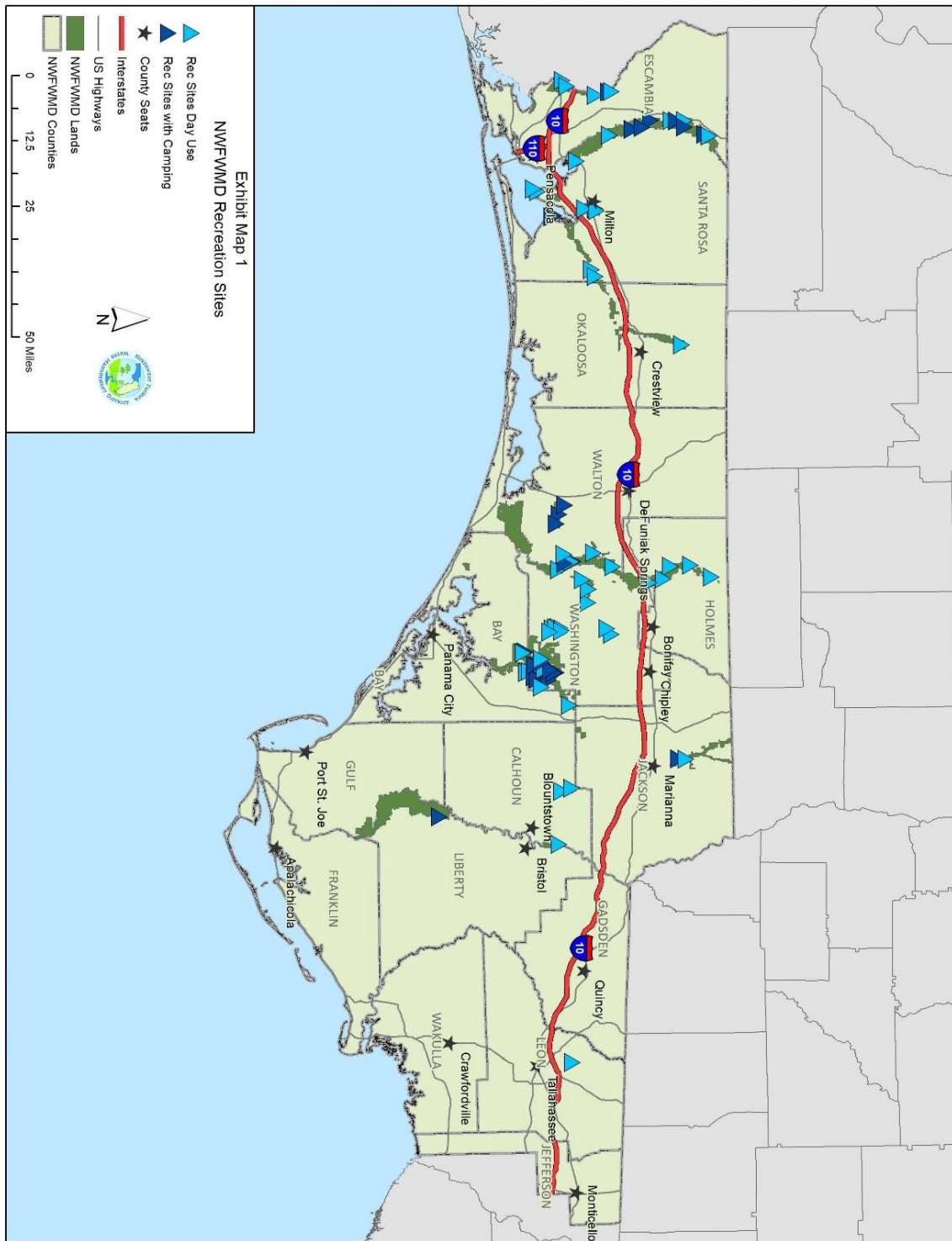


EXHIBIT MAP 2



EXHIBIT MAP 3

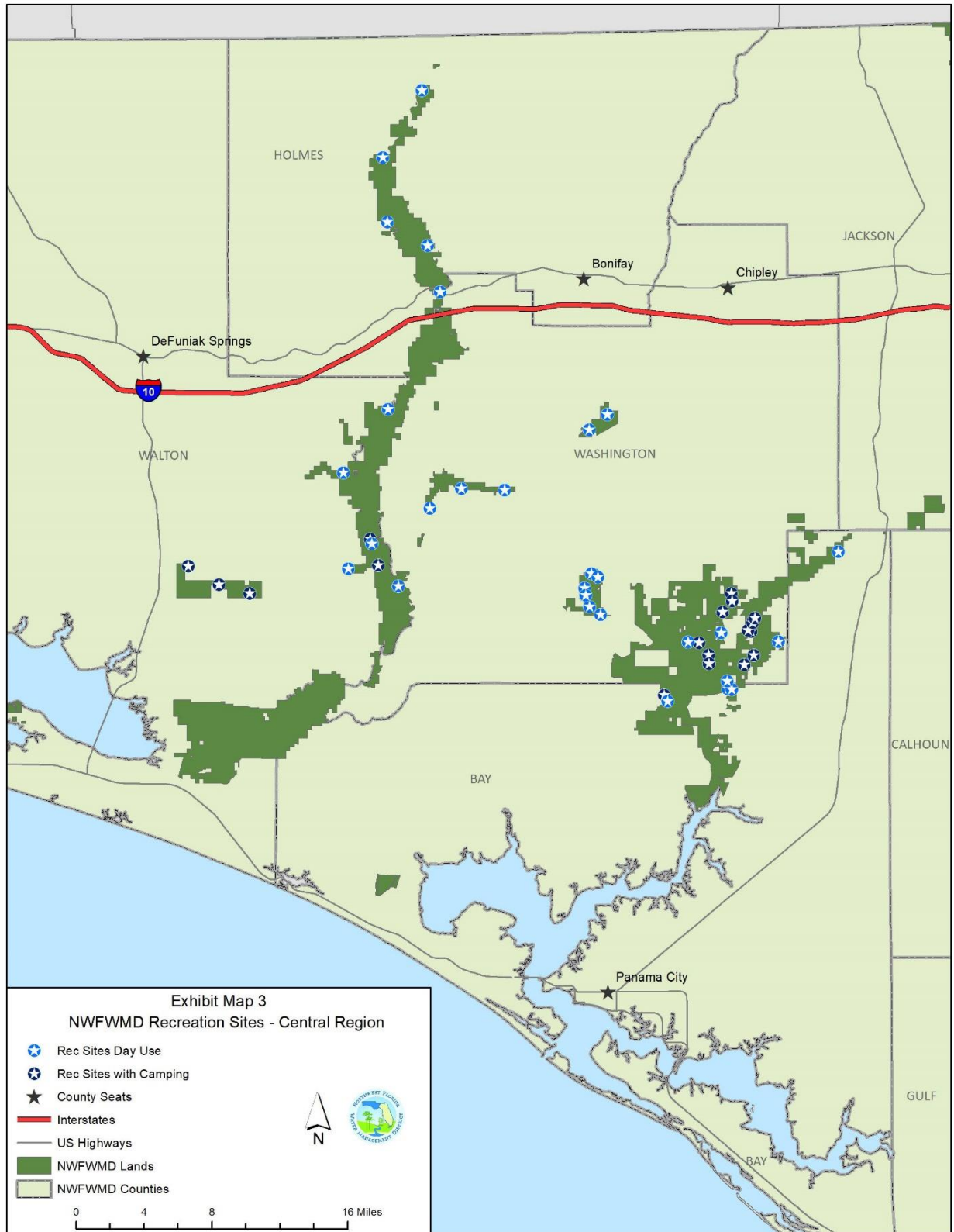


EXHIBIT MAP 4

