

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### **Request for Proposals ("RFP") No. 21-003 Hydrological, Ecological, Hydrogeological, Water Supply Planning, and Economic Analysis Services**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals (RFP) from qualified firms to provide contractual services in one or more of the following categories: (1) hydrologic and water quality data collection, (2) ecological services, (3) analysis of freshwater and estuarine systems, (4) hydrogeologic and groundwater modeling services, (5) water supply planning services, and (6) economic analyses. Firms responding to this RFP are not required to have expertise in all categories. Respondents must indicate the category(ies) for which they seek to be qualified and must have experience, ability, and qualifications in those category(ies).

The selection committees composed of District staff will evaluate and rank the respondents. The District may award contracts with one or more firms. The initial contract shall be for a period of up to three (3) years, with an option for a renewal of up to three (3) years at the District's discretion. A contract awarded pursuant to this RFP does not obligate the District to assign any work or project to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after contract award if it is in the best interest of the District to do so.

The deadline for submission of Proposals and the opening of the sealed Proposals is 3:00 P.M. ET, August 9, 2021. The opening of the Proposals is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL). The opening of the sealed bids will also be livestreamed and can be viewed by clicking on the following link: <https://www.nfwwater.com/Contact-Us/Meetings>. The selection committees will meet on August 30, 2021, beginning at 9 a.m., to finalize the rankings. The committees' meetings are open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL) and will also be livestreamed and can be viewed by clicking on the following link: <https://www.nfwwater.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 RFP and comply with applicable Florida Statutes. Copies of RFP 21-003 can be obtained through the State Vendor Bid System or from the District website at: [www.nfwwater.com](http://www.nfwwater.com).

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## **SECTION 1. GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals from qualified firms to provide as-needed contractual services in one or more of the following categories: (1) hydrologic and water quality data collection, (2) ecological services, (3) analysis of freshwater and estuarine systems, (4) hydrogeologic and groundwater modeling services, (5) water supply planning services, and (6) economic analyses. Firms responding to this Request for Proposals are not required to have expertise in all categories. Respondents must indicate the category(ies) for which they seek to be qualified and must have experience, ability, and qualifications in those category(ies). Each category will be evaluated separately.

The selection committees composed of District staff will evaluate and score the respondents in each category. It is the intent of the District to contract with firms that meet the criteria in the categories for which they are seeking to be qualified. The District may award contracts with one or more firms receiving the highest scores in each category. The initial contract shall be for a period of up to three (3) years, with an option for a renewal of up to three (3) years at the District's discretion. A contract awarded pursuant to this RFP does not obligate the District to assign any work or project to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after contract award if it is in the best interest of the District to do so.

### **1.2 SCOPE OF WORK**

The District may issue individual task orders to the selected firm(s) to support data collection; minimum flows and minimum water levels (MFLs) evaluations; watershed planning; enhancement and restoration of upland, wetland, and aquatic habitats; analysis and modeling of surface water and groundwater systems including springs investigations; water quality, hydrological and ecological evaluations; water supply planning and planning level feasibility evaluations; and economic analyses.

The scope of work encompasses tasks within the following categories. Key activities under each category may include but are not limited to the tasks described here:

Hydrologic and Water Quality Data Collection: development of monitoring plans and field protocols for continuous or discrete measurement of rainfall or other climatological variables, stage, river and spring discharge, water quality, and aquifer levels; permitting, instrumentation, operation and maintenance of monitoring stations; data collection, compilation, quality assurance and quality control reviews, and interpretation; and development of discharge rating curves from stage-area and index velocity relationships.

Ecological Services: sampling and analysis of instream, floodplain, upland, wetland, springs, and estuarine habitats; vegetation management and other activities required for enhancement and restoration of wetland and upland habitats and functions; wildlife surveys including listed and other species of concern; soils, sediment, and substrate sampling; evaluation of habitat suitability

data in support of in-stream habitat modeling; development of MFLs; facilitation or participation in MFLs or similar scientific peer review processes; facilitation or participation in scientific peer review; and expert witness testimony.

Analysis of Freshwater and Estuarine Systems: water budget analysis (lakes, wetlands, reservoirs); springs investigations; reservoir and riverine yield analysis; statistical hydrology; MFLs evaluations including development and evaluation of MFL prevention / recovery strategies; modeling and analysis of surface water and estuarine systems; water quality analyses; in-stream habitat modeling (e.g., SEFA, PHABSIM); evaluation of hydrologic and surface water processes (e.g., rainfall/runoff, evapotranspiration, etc.); evaluation of sea level rise effects on surface water resources; facilitation or participation in scientific peer review; and expert witness testimony.

Hydrogeologic and Groundwater Modeling Services: development of groundwater monitoring plans; development of well construction and aquifer testing technical specifications; well construction oversight; hydrogeologic field investigations and data interpretation; borehole and geophysical surveys; springs hydrogeologic investigations such as dye trace studies, analyses of flow paths and delineation of contribution areas; planning and evaluation of water supply projects; planning, implementation, and analysis of aquifer performance tests; hydrostratigraphic and geologic mapping; well repair and well rehabilitation not requiring a drilling rig; development, calibration, and application of groundwater flow and transport models; design and implementation of groundwater tracer tests; vadose zone hydrology evaluations; sensitivity and uncertainty analyses pertaining to groundwater flow and transport models; evaluation of groundwater withdrawal impacts; evaluation of groundwater-surface water interactions; groundwater quality investigations; evaluation of sea level rise effects on groundwater resources; facilitation or participation in scientific peer review; and expert witness testimony.

Water Supply Planning Services: provision of technical data, analytical methods, modeling tools, and compilation of research of best practices needed in water use estimates, water demand projections, population estimates and projections, reuse and conservation estimates and projections, and in regional water supply planning; water use data compilation and analysis; identification and application of comprehensive population estimating data and methods; review of existing District data and methods for quality assurance, evaluation, or professional recommendation purposes; water supply and wastewater reuse assessments; regional water supply planning and assessments; conceptual project identification, to include identification of permitting requirements and development of planning level feasibility studies.

Economic Analyses: fiscal or economic analysis, for example, Statement of Estimated Regulatory Costs (SERC); feasibility analysis; planning and cost analysis of surface water storage systems, aquifer recharge systems (recharge wells, rapid infiltration basins, etc.), reclaimed water and water conservation systems, and other alternative and traditional water supply options.

Work performed under contracts awarded through this RFP will augment tasks performed by District staff and partner agencies. In all categories, respondents will perform professional project management tasks including, for example: compiling and synthesizing multiple work products into summary reports and presentation materials; developing scopes of work and project schedules; managing schedules and deliverables; and participating in project team meetings.

The Minimum Flows and Levels Priority List and Schedule and additional information on District programs and activities can be found on the District's website ([www.nwfwater.com](http://www.nwfwater.com)).

### 1.3 DEFINITIONS

For the purpose of this RFP, "respondent" shall mean contractors, vendors, consultants, organizations, firms or other persons submitting a Proposal in response to this RFP.

### 1.4 DATE AND LOCATION OF PUBLIC OPENING

Northwest Florida Water Management District  
81 Water Management Dr.  
Havana, FL 32333

The opening will also be livestreamed and can be viewed by clicking on the following link:  
<https://www.nwfwater.com/Contact-Us/Meetings>.

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY  
3:00 P.M. ET, August 9, 2021, THE DAY OF THE PUBLIC OPENING.**

### 1.5 SCHEDULE

Respondents shall adhere to the following schedule in all actions concerning this RFP.

<u>Date/Time</u>	<u>Action</u>
July 13, 2021	District issues Request for Proposals
July 23, 2021, 2:00 P.M.	Deadline for written inquiries
<b>August 9, 2021, 3:00 P.M.*</b>	<b>Opening of sealed Proposals</b>
August 30, 2021 9:00 A.M.*	Selection Committees meet to determine rankings
September 9, 2021*	Governing Board considers selection committees' recommendations*

\*Denotes a public meeting. All times denote Eastern Time (ET).

### 1.6 DELAYS

The District may delay scheduled due dates in the timetable above 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 on the District's website and the State of Florida's Vendor Bid System website.

### 1.7 SUBMISSION AND WITHDRAWAL

**Respondents shall submit one (1) original and three (3) copies of the Proposal along with one USB flash drive containing an Adobe PDF version of the Proposal.** If there are any discrepancies between the written and electronic copy, the written Proposal shall prevail. Proposals must be hard copy. Fax and email transmittals will not be accepted. The respondent may submit the Proposals in person, by courier, or by mail. Please see *Section 2.2- Packaging and Delivery* for more information.

The District will receive Proposals at the following address:

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

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

*For deliveries via courier service, please use the address below:*

Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333  
Located on U.S. Highway 90 west, 10 miles west of Tallahassee

The District cautions respondents to assure actual delivery of mailed or hand-delivered Proposals directly to the Agency Clerk prior to the deadline set for opening. Telephone confirmation of timely receipt of the Proposals may be made by calling (850) 539-5999 and asking for the Agency Clerk before Proposal opening time. Proposals received after the established deadline **shall not** be considered. Receipt of Proposals by any District office or personnel other than the District receptionist or the Agency Clerk **shall not** constitute "delivery" as required by this RFP.

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 Proposals. Proposals, once opened, become the property of the District and will not be returned to the respondents.

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 Proposals opening, whichever is earlier.

## **1.8 INQUIRIES**

The Procurement Officer may orally explain the District's procedures and assist respondents in referring to any applicable provision in the Request for Proposal documents. District staff is not

authorized to orally interpret the meaning of the specifications or other contract documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Officer and must be in writing.

Procurement Officer  
Sarah Bateman  
Sarah.Bateman@nwfwater.com  
(850) 539-2777 (fax)

All inquiries must be received in writing no later than July 23, 2021, 2:00 P.M. ET. Inquiries shall reference the date of the RFP opening and RFP title and number. The District will provide answers to substantive questions in the form of a written addendum (see next section).

### **1.9 ADDENDA**

If revisions become necessary, the District will post written addenda on the District's website and on the State of Florida's Vendor Bid System website. Respondents must satisfy themselves of the accuracy of their response in the Proposal 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 criteria and specifications including addenda. 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.

### **1.10 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.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their Proposal. For further information on designation as a certified business enterprise, visit [www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/get\\_certified](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

### **1.11 AMERICANS WITH DISABILITIES ACT**

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Wendy Dugan, Division of Administration, at (850) 539-5999.

## **1.12 INSURANCE**

The respondent, if awarded a contract, shall maintain adequate insurance in the amount and coverages reflected in the draft contract attached as Exhibit A. In the event the respondent is 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 cancellation of any ensuing contract.

## **1.13 PUBLIC CRIMES/DISCRIMINATORY VENDORS**

In accordance with sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement 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 a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists. 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](mailto:purchasingcustomerservice@dms.myflorida.com).

## **1.14 INSPECTORS GENERAL COOPERATION**

The respondent 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.

## **1.15 PROHIBITED CONTACT**

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

## **1.16 PROTEST OF RFP PROVISIONS**

If a potential respondent intends to protest any term, condition or specification of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Request for Proposals on the District's website and the potential respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. **Failure to file**

**a notice of intent to protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and of the right to contest a term, condition or specification of the RFP in a protest of an intended award.**

### **1.17 CHALLENGE OF DISTRICT'S INTENT TO AWARD CONTRACT**

If a respondent intends to protest the District's intent to award a contract(s), the notice of intent to protest shall be filed with the District in writing within 72 hours after posting of a notice of intent to award a contract(s) and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes.

**Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code, and Sections 120.57(3) and 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

### **1.18 USE BY OTHER FLORIDA GOVERNMENT ENTITIES**

With the consent and agreement of the District and of the successful respondent(s), purchases may be made, or services provided, under this RFP by or to other governmental agencies or political subdivisions within the State of Florida pursuant to the terms and conditions of the agreement ("Agreement") entered into by the successful respondent(s) and the District, if otherwise authorized by law. Such purchases will be governed by the same terms and conditions stated herein. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. This RFP and the Agreement in no way restricts or interferes with the right of any public entity to procure any or all these services independently. References to the Northwest Water Management District in the Agreement will be replaced with the purchasing entity. The District will not be a party to any other governmental entity's agreement to purchase pursuant to this RFP. The District will not be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes the respondent pursuant to this paragraph.

### **1.19 DISCLAIMER**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a Proposal in response to this RFP. Respondents should prepare the Proposals simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

## **1.20 PUBLICITY**

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

## **1.21 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.

## **SECTION 2. RESPONDENT PROPOSALS**

### **2.1 PROPOSAL REQUIREMENTS**

Proposals submitted for **RFP 21-003** for **Hydrological, Ecological, Hydrogeological, Water Supply Planning, and Economic Analysis Services** to the Northwest Florida Water Management District are to, at a minimum, include the following information:

- A. Firm name and business address, and location of branch offices (if any). Firm name and business address of subcontractors (if any) who may be utilized to provide services to the District.
- B. A description of the qualifications of the firm and subcontractors (if any) in providing similar assignments, including project descriptions. A brief description of the respondent's organization, size, range of activities, project team organization chart, and any other appropriate information to describe the organization.
- C. A description of the experience, expertise, and capabilities of the firm(s) and subcontractors (if any) and assigned staff in the categories for which the firm(s) has requested to be evaluated (categories listed below). The Proposal should include descriptions of similar work and projects completed or ongoing, including work performed for the District where applicable. For examples, please see detail included in *Section 1.2 Scope of Work*.
  - (1) Hydrologic and Water Quality Data Collection
  - (2) Ecological Services
  - (3) Analysis of Freshwater and Estuarine Systems
  - (4) Hydrogeologic and Groundwater Modeling Services
  - (5) Water Supply Planning Services
  - (6) Economic Analyses
- D. A list of the key individuals available in the firm(s) and subcontractors (if any) to perform work on assigned tasks and a resume for each listed individual detailing their qualifications, experience, and expertise in similar projects. This is to include the individual's title and a description of his/her specific role(s) in the completion of the tasks. Titles for assigned staff for the firm(s) and subcontractors (if any) should be consistent with the submitted Schedule of Costs (hourly rates).
- E. The experience and expertise of the proposed project manager.
- F. A summary of the current and projected workload of the firm(s) and subcontractors (if any) as related to the capacity of the firm and subcontractors to complete projects between 2021 and 2024, and the delivery plan the respondent will use to ensure the District will receive all deliverables including electronic data in a timely manner.

- G. Schedule of Costs (hourly rates) for the base term of three (3) years **and** for the three (3) year renewal term. Titles for assigned staff for the firm(s) and subcontractors (if any) should be consistent with the submitted Schedule of Costs (hourly rates). **Failure to provide a Schedule of Costs for the base term and for the renewal term will be grounds for rejecting a Proposal as nonresponsive.** An example is provided in Attachment A of the draft agreement, which is included as Exhibit A.

Respondents do not need to submit direct costs or travel expenses as part of the Schedule of Costs. Direct costs for equipment rental or purchases and expenses may be included in specific task orders (see *Section 3.3 – Contract Operations*), dependent on the scope of services, and where included will be billed without mark-up. No mark-up is allowed for labor, expenses, equipment, travel, or any other costs for subcontractors.

- H. Three (3) separate client references including the client name, address, telephone number and contact, for whom the firm(s) has performed similar work in the past five years. The client references may include references from subcontractors (if any). Client references cannot include employees or Governing Board members of the Northwest Florida Water Management District.
- I. Identification of known or potential for conflict(s) of interest in performing the tasks requested herein.
- J. A summary of any pertinent litigation filed against the firm(s) and subcontractors (if any), during the last three years.

It is requested that proposals not exceed 25 pages in length (double-sided), excluding resumes and any District forms, where applicable.

## 2.2 PACKAGING AND DELIVERY

To facilitate processing, the face of the envelope or box containing the Proposals shall state in capital letters:

**“SEALED PROPOSALS, RFP 21-003, HYDROLOGICAL, ECOLOGICAL, HYDROGEOLOGICAL, WATER SUPPLY PLANNING, AND ECONOMIC ANALYSIS SERVICES, TO BE OPENED AUGUST 9, 2021, 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. One original and three printed copies of each separate Proposal along with one USB flash drive containing an Adobe PDF version of the Proposal in a sealed, opaque envelope or box, shall be provided. **Proposals timely received but not properly sealed and marked shall not be considered.**

Respondents who utilize courier service packing and shipping materials should place the Proposals in a sealed and labeled envelope or box inside the courier-supplied shipping materials. Please see *Section 1.7 Submission and Withdrawal* for more information.

It is the respondent's responsibility to ensure that his/her Proposals are 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 by telegram, telephone, e-mail, or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 3:00 P.M. ET.

### **2.3 DISTRICT FORMS AND RULES**

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

### **2.4 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.

### **2.5 RESPONDENT CHECKLIST**

Please review this checklist (RFP 21-003) 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?
- Have you signed and included the Submittal Form?
- Is your envelope properly marked?** See *Section 2.2- Packaging and Delivery* for further details. (Most rejected Proposals are caused by the respondent failing to properly mark their package. 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).
- Have you selected the method of shipping that will ensure that your Proposal will arrive before the deadline? Proposals received after the date and time specified will not be considered.

### **SECTION 3. EVALUATION AND CONTRACTING**

Proposals will be evaluated by selection committees based upon the criteria listed under *Section 4.1 Evaluation Criteria* below. Each committee member will complete a separate evaluation form for each Proposal. Each category will be evaluated independently. For each category, the scores of the selection committee members will be averaged for up to 100 possible points and the respondents will then be ranked from highest to lowest. The Governing Board, in its sole discretion, will determine how many contracts to award and will award contracts based upon the rankings of the selection committees starting with the respondent(s) who received the highest average score.

#### **3.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate respondents deemed to be the most qualified to perform the required work. **Each category will be scored and evaluated separately. Firms will only be scored in the categories for which they request to be evaluated (see Section 5 – Submittal Categories).**

##### **Category 1: Hydrologic and Water Quality Data Collection**

	<b>Criteria</b>	<b>Maximum Points</b>
1	Expertise and experience of firm(s) and assigned personnel with development of monitoring plans and field protocols for continuous or discrete measurement of rainfall and other climatological data, stage, river and spring discharge, water quality, and aquifer levels; permitting, instrumentation, operation and maintenance of monitoring stations; data collection, compilation, quality assurance and quality control reviews, and interpretation; and development of discharge rating curves from stage/area and index velocity relationships	20
2	Expertise and experience of firm(s) and assigned personnel with hydrologic and water quality data collection in systems similar to those in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15
6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	100

##### **Category 2: Ecological Services**

	<b>Criteria</b>	<b>Maximum Points</b>
1	Expertise and experience of firm(s) and assigned personnel with ecological data collection including development of monitoring plans; vegetation, soils, and faunal surveys; ecologic assessments including species, community and	20

	habitat analyses in both terrestrial and aquatic habitats; Minimum Flows and Minimum Water Levels evaluations; springs ecology evaluations; evaluations of water quality changes on aquatic ecology; parametric and nonparametric statistical analysis; evaluation of habitat suitability curves in support of modeling (e.g., SEFA/PHABSIM); wetland functional assessments; hydrologic restoration planning, vegetation management, and other field activities required for enhancement and restoration of wetland and upland habitats; facilitation or participation in scientific peer review; and expert witness testimony	
2	Expertise and experience and of firm(s) and assigned personnel with ecologic systems similar to those occurring in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager with ecological systems similar to those found in northwest Florida	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15
6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	100

### Category 3: Analysis of Freshwater and Estuarine Systems

	Criteria	Maximum Points
1	Expertise and experience of firm(s) and assigned personnel with water budget analysis (lakes, wetlands, reservoirs); statistical hydrology (time series analysis multivariate techniques, trend analyses, and non-parametric statistics); reservoir yield analysis; modeling and analysis of surface water and estuarine systems including springs; habitat suitability modeling (e.g., SEFA/PHABSIM); water quality analyses including effects on aquatic biota; hydrologic and surface water processes such as rainfall/runoff processes and river flow processes; Minimum Flow and Minimum Water Levels evaluations including recovery and prevention strategies; and evaluation of sea level rise on surface water and estuarine resources and coastal resiliency	20
2	Expertise and experience of firm(s) and assigned personnel with the analysis of freshwater and estuarine systems to support minimum flows and levels development, water quality investigations, springs and surface water resources assessments; facilitation and participation in scientific peer review; and expert witness testimony for surface water and estuarine systems similar to those in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager with freshwater and estuarine systems similar to those found in northwest Florida	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15

6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	100

#### Category 4: Hydrogeologic and Groundwater Modeling Services

	Criteria	Maximum Points
1	Firm(s)' experience and expertise of assigned personnel with development of groundwater monitoring plans and well construction specifications; well construction oversight; well repair (without a drilling rig); hydrogeologic field investigations and data interpretation; borehole and surface geophysical surveys; planning and evaluation of water supply projects; planning, implementation, and analysis of aquifer performance tests; hydrostratigraphic and geologic mapping; development, calibration, and application of groundwater flow and transport models; groundwater tracer studies; groundwater quality investigations; vadose zone hydrology; uncertainty and sensitivity analyses pertaining to groundwater flow and transport models; effects of sea level rise on groundwater resources and resiliency; facilitation or participation in scientific peer review; and expert witness testimony	20
2	Expertise and experience and of firm(s) and assigned personnel with hydrogeologic systems similar to those in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15
6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	100

#### Category 5: Water Supply Planning Services

	Criteria	Maximum Points
1	Expertise and experience of firm(s) and assigned personnel with water supply planning: provision of technical data, analytical methods, modeling tools, and compilation of research of best practices needed in water use estimates, water demand projections, population estimates and projections, reuse and conservation estimates and projections, and in regional water supply planning; water use data compilation and analysis; comprehensive population estimating data and methods that include, for example, seasonal residents and group quarters analyses; review of existing District data and methods for quality assurance, evaluation, or professional recommendation purposes; water supply and wastewater reuse assessments; regional water supply planning and	20

	assessments; conceptual project identification, to include identification of permitting requirements and development of planning level feasibility studies.	
2	Expertise and experience of firm(s) and assigned personnel with water supply planning data and methods similar to and appropriate in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15
6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	<b>100</b>

### Category 6: Economic and Feasibility Analyses

	<b>Criteria</b>	<b>Maximum Points</b>
1	Expertise and experience of firm(s) and assigned personnel with fiscal or economic analysis, for example, Statement of Estimated Regulatory Costs (SERC); feasibility analysis, planning and cost analysis of surface water storage systems, aquifer recharge systems (recharge wells, rapid infiltration basins, etc.), reclaimed water and water conservation systems, and other alternative and traditional water supply options.	20
2	Expertise and experience of firm(s) and assigned personnel with economic analyses similar to and appropriate in northwest Florida	20
3	Price, as indicated by submitted hourly rate schedule	20
4	The experience and expertise of the project manager	15
5	Current and projected workload of the firm(s), client references, and demonstrated ability to meet time and budget requirements	15
6	The accessibility of the firm and assigned key personnel and project manager. Higher consideration will be given to firms that have the ability to timely respond to requests for services from the District.	10
	<b>TOTAL Points</b>	<b>100</b>

### 3.2 AGREEMENT AWARDS

The District anticipates entering into Agreement(s) in each category with respondents who submit the Proposals judged by the District to be most advantageous taking into consideration the evaluation criteria set forth in this RFP and the ranking of the selection committees.

The District may award Agreements to more than one firm in each category. The initial Agreement shall be for a base period of three (3) years, with an option for a renewal of up to three (3) years at the District's discretion.

The District reserves the right to reject any and all Proposals, to waive any minor irregularities 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.

The respondent understands that this RFP does not constitute an Agreement with the District. An official Agreement is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the Agreement is executed by both parties. An Agreement 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 respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after Agreement award if it is in the best interest of the District to do so.

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

Notice of an Agreement award shall be posted in on the District's website ([www.nwfwater.com](http://www.nwfwater.com)) and on the State of Florida Vendor Bid System ([www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

### **3.3 AGREEMENT OPERATIONS**

The selected firm will enter into an Agreement with the District. The Agreement will specify hourly rates to be used as the basis of compensation, and invoicing, reporting, payment schedule requirements, financial consequences, and any other provisions stipulated by the District.

Task Orders and/or Task Change Orders, as either lump sum fixed cost amounts or on a cost reimbursement basis, will be issued for individual tasks or project activities over the duration of the Agreement and project period on an as-needed basis. Prior to issuance of a Task Order and/or Task Change Order, a written fee quotation and schedule will be solicited from the selected firm for the specified work. The fee quotation and schedule may be accepted, negotiated, or rejected, and must be within the provisions stipulated by the Agreement.

This solicitation does not provide any guarantees regarding the quantity or dollar amount of Task Orders that may be issued under this RFP. The successful award of an Agreement does not guarantee that any individual Task Order will be issued.

The selected firm must be capable of commencing work within 15 days of the issuance of a Notice to Proceed by the District. The selected firm will be required to commit personnel and resources as necessary to perform, without interruption, all work associated with the project. Financial consequences for failure to initiate work within the specified time, for late performance, or for non-performance within agreed-upon schedules will be included in the contract or Task Order for services.

Reports prepared by the selected firm shall contain the results of the data collected and other pertinent information pertaining to the work performed. Electronic files of all information collected, developed and presented also shall be provided to the District at the time of the submission of Report(s) or other Deliverables.

The Agreement will take precedence in the event of any conflict between language in the Agreement and this RFP.

**SECTION 4. SUBMITTAL FORM**

The undersigned, as respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal 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 (as defined in the Agreement), is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal 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 Proposal opening; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Proposal is accepted and an Agreement 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, and shall furnish the required evidence of the specified insurance.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Typed Name of Above Signature

\_\_\_\_\_  
Agency or Company

Unsigned Proposals will be rejected by the Agency Clerk of the Northwest Florida Water Management District.

\_\_\_\_\_  
\_\_\_\_\_  
Agency Clerk  
Northwest Florida Water Management District

**SECTION 5. DESIGNATION OF SUBMITTAL CATEGORIES**

Table 1. Designation of Submittal Categories for RFP 21-003

Category	Request Proposal(s) be Evaluated for Designated Category? (Yes or No)
Hydrologic and Water Quality Data Collection	
Ecological Services	
Analysis of Freshwater and Estuarine systems	
Hydrogeologic and Groundwater Modeling Services	
Water Supply Planning Services	
Economic Analyses	

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

**EXHIBIT A – DRAFT AGREEMENT FOR CONTRACTUAL SERVICES**

**Agreement for  
Hydrological, Ecological, and Geological Services  
Between  
Northwest Florida Water Management District  
And  
[Contractor]  
(NFWFMD Contract Number 21-XXX)**

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. The Contractor shall perform and render all services hereunder (the “Work”) as an independent Contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided and performed in accordance with the Contractor’s proposal submitted under RFP 21-003 entitled “Hydrological, Ecological, and Geological Services” incorporated herein by reference, and Task Orders when issued to the Contractor, at the discretion of the District.
- B. New Task Orders issued by the District will include a new Task Order number and a statement of Work to be performed. Within fourteen (14) days of receipt of any Task Order Request (TOR) issued by the District, the Contractor may be requested to submit a detailed Scope of Work (SOW), detailed fee proposal, and schedule to the District based on the project description specified by the District or its authorized representative as “the Scope of Work” for the TOR. All work by the Contractor associated with preparation of SOWs, detailed fee proposals and, schedules shall be solely at the expense of the Contractor.
- C. Within seven (7) days of delivery of a SOW, schedule, and detailed fee proposal for any TOR, the Contractor shall meet with District representatives to negotiate the final SOW and fee for the Task Order. At the discretion of the District, negotiations concerning the SOW and fees may be conducted by teleconference at a date and time specified by the District.
- D. As part of this Agreement, the Contractor may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the District. Such requests would also be through a Task Order negotiated at a fair price for goods and services.

## **SECTION 2 – RESPONSIBILITIES OF CONTRACTOR**

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work 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 Work provided for under this Agreement.
- B. The District's approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor's proposal with said Work performed in accordance with the generally accepted standards and professional practices. The District's review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performance of this Agreement.
- C. 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 Work furnished under this Agreement.
- D. 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.
- E. 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.
- F. 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.

## **SECTION 3 – TRUTH-IN-NEGOTIATIONS**

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

## **SECTION 4 – COMPENSATION**

- A. Maximum compensation under this contract shall be determined by the collective Task Orders issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the District's Governing Board. Each Task Order shall stand apart from all other Task Orders and shall not extend a SOW or funding to or from another Task Order.

- B. The Contractor shall submit invoices no more frequently than monthly per the requirements of each Task Order. 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 Task Order to assure the availability of funding for final payment.
- C. Unless otherwise specified within a Task Order, the compensation amount will be determined on the basis of the unit prices as set forth in Attachment A, Schedule of Costs, attached hereto and made a part hereof, or on the basis of a negotiated fixed fee. Compensation for all Task Orders, and if required, subtasks of each Task Order will be pre-approved by the District and subject to negotiations as outlined in Section 1. Any subcontractor fees and other direct expenses required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the District in the Task Order. The basis of compensation shall be pre-determined for each task as outlined in Attachment A. All travel shall be in accordance with Section 112.061, Florida Statutes, and District policy which requires pre-approval by the District. In such instance, travel expenses must be submitted on District travel forms.
- D. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager at contact information included in Section 6.A, and the District's Accounting Department, at the contact information listed below. Invoices and associated documentation shall be submitted electronically to the Project Manager and Accounting at: [AccountsPayable@nfwwater.com](mailto:AccountsPayable@nfwwater.com)

**SECTION 5 – TIME OF PERFORMANCE**

- A. This Agreement is effective on the date of execution and shall remain in effect through September 30, 2024. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- B. By formal amendment in writing and agreed upon by both parties, the District may renew this Agreement for a time period not to exceed three (3) years, subject to availability of appropriated funds in each fiscal year of the District.
- C. Individual completion dates for Work to be performed shall be included in each Task Order and shall be within the effective date of this agreement, as stated in Section 5.A.

**SECTION 6 – 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 6.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 Project Manager for this Agreement is identified below:

[NAME], or successor
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333-4712

Telephone No.:	(850) 539-5999 x.XXX
Fax No.:	(850) 539-2777
E-mail Address:	[EMAIL@nwfwater.com]

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

[Contractor’s Project Manager’s Name], or successor	
[Company Name]	
[Office or Program Name, if applicable]	
[Mailing Address]	
[City, State and Zip]	
Telephone No.:	(XXX) XXX-XXXX
Fax No.:	(XXX) XXX-XXXX
E-mail Address:	

- C. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be a Task Change Order, agree that additional work shall be undertaken for Task Orders issued within the general scope of this Agreement.
- E. All work shall progress as stipulated and provided in approved Task Orders as described in Section 1, “Scope of Services.”
- F. The District shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.
- G. 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.
- H. 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 the contract.

**SECTION 7 – 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 operations, and all such insurance policies shall provide for thirty (30) days’ notice to the District of cancellation or any material change in the terms of the insurance policies.

**SECTION 8 – 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 Task Order or Purchase Order.

- 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 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 9 – 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 9 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 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 or Work 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. 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 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES**

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from Task Orders and associated detailed scope of services and schedule. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.
- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. 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.
- D. 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.
- E. 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 12 – 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. 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. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

### **SECTION 13 – 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 state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

### **SECTION 14 – 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, Florida Statutes, 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](mailto: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](mailto:purchasingcustomerservice@dms.myflorida.com).

### **SECTION 15 – LOBBYING PROHIBITION**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

### **SECTION 16 – SCRUTINIZED COMPANIES**

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 Section 287.135, Florida Statutes., 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 Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, 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 Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **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, Florida Statutes. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), Florida Statutes. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.
- 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), Florida Statutes [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 Chapter 119, Florida Statutes, 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 119, Florida Statutes, 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](mailto:ombudsman@nfwwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

#### **SECTION 18 – AGENCY INSPECTORS GENERAL**

The Contractor 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.

#### **SECTION 19 – PAYMENTS**

- A. Payment will be made upon inspection and approval of deliverables as specified by Task Order and within 30 days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

#### **SECTION 20 – REMEDIES**

- A. In accordance with Section 287.058(1)(h), Florida Statutes, the District will apply financial consequences for nonperformance. If Contractor fails to produce the deliverables as specified within the assigned Task Orders, the District shall apply the financial consequences identified therein.
- B. Cumulative Remedies. The rights and remedies of the District in this Section 20 are in addition to any other rights and remedies provided by law or under this Agreement.

#### **SECTION 21 – EXECUTION OF COUNTERPARTS**

This Contract 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 22 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This Agreement, including Attachment A, together with the Contractor’s Proposal submitted for RFP 21-003, District’s Request for Proposals, and subsequent individual Task Orders and supporting documents, 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. [This Section 22 is not intended to negate or supersede that certain \_\_\_\_\_ Agreement dated \_\_\_\_\_, 20\_\_, between the District and the Contractor, which is in the process of being performed.]

(Remainder of this page intentionally left blank)

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

Northwest Florida Water Management District  
Havana, Florida

(CONTRACTOR)  
(CITY, STATE)

By: \_\_\_\_\_

Brett J. Cyphers  
Executive Director

By: \_\_\_\_\_

(NAME)  
(TITLE)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A to Contract Number 21-XXX

### Example Schedule of Costs Base Contract Period (October 1, 2021 through September 30, 2024)

- A. The Contractor shall be compensated by the District for cost reimbursement tasks in accordance with the following hourly rates during the term of the Agreement:

<u>Labor Category:</u>	<u>Rate Per Hour</u>
Principal/Principal Scientist	\$xx.xx
Senior Technical Consultant	\$xx.xx
Senior Project Manager	\$xx.xx
Senior Economist	\$xx.xx
Economist	\$xx.xx
Senior Planner	\$xx.xx
Planner	\$xx.xx
Planner Technician	\$xx.xx
Senior Scientist	\$xx.xx
Project/Task Order Manager	\$xx.xx
Professional Geologist	\$xx.xx
Scientist III	\$xx.xx
Scientist II	\$xx.xx
Scientist I	\$xx.xx
Senior GIS Analyst	\$xx.xx
Senior Lab / Senior Field Technician	\$xx.xx
Lab / Field Technician II	\$xx.xx
Lab / Field Technician I	\$xx.xx
GIS/CAD Analyst	\$xx.xx
GIS/CAD Technician	\$xx.xx
Communications Specialist	\$xx.xx
Accountant I	\$xx.xx
Accountant II	\$xx.xx
Administrative Assistant	\$xx.xx
Other personnel (provide titles)	\$xx.xx

(Titles may differ from those listed above but must match staff titles listed in the proposal)

**Attachment A to Contract Number 21-XXX**

**Example Schedule of Costs  
Optional Renewal Period  
(October 1, 2024 through September 30, 2027)**

- A. The Contractor shall be compensated by the District for cost reimbursement tasks in accordance with the following hourly rates during the term of the Agreement:

<u>Labor Category:</u>	<u>Rate Per Hour</u>
Principal/Principal Scientist	\$xx.xx
Senior Technical Consultant	\$xx.xx
Senior Project Manager	\$xx.xx
Senior Scientist	\$xx.xx
Project/Task Order Manager	\$xx.xx
Senior Economist	\$xx.xx
Economist	\$xx.xx
Senior Planner	\$xx.xx
Planner	\$xx.xx
Planner Technician	\$xx.xx
Professional Geologist	\$xx.xx
Scientist III	\$xx.xx
Scientist II	\$xx.xx
Scientist I	\$xx.xx
Senior GIS Analyst	\$xx.xx
Senior Lab / Senior Field Technician	\$xx.xx
Lab / Field Technician II	\$xx.xx
Lab / Field Technician I	\$xx.xx
GIS/CAD Analyst	\$xx.xx
GIS/CAD Technician	\$xx.xx
Communications Specialist	\$xx.xx
Accountant I	\$xx.xx
Accountant II	\$xx.xx
Administrative Assistant	\$xx.xx
Other personnel (provide titles)	\$xx.xx

(Titles may differ from those listed above but must match staff titles listed in the proposal)