

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Request for Proposals ("RFP") No. 23-003 Stream Debris Assessments

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 to assist the District in completing stream debris assessments to evaluate waterbodies and identify potential flooding hazards within streams in northwest Florida.

The deadline for submission of sealed Proposals is 2:00 P.M. ET, July 24, 2023. The opening of the Proposals is open to the public and will be at District headquarters. Provisions will be made to accommodate those with a disability provided the District is given at least 72 hours advance notice. All Proposals must conform to the instructions in this 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.nfwwater.com>) or from the State of Florida's Vendor Information Portal website at: <https://vendor.myfloridamarketplace.com/>.

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1. GENERAL INFORMATION

1.1 Definitions

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

1.2 Introduction and Purpose

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals (RFP) from qualified firms to provide contractual services to assist the District evaluate selected waterbodies and identify potential flooding hazards within streams in northwest Florida.

The Selection Committee, composed of District staff, will evaluate and rank the respondents. It is the intent of the District to contract with one or more firms that meet the criteria. The District shall select in order of preference one or more firms deemed to be the most highly qualified to perform the required services. The initial contract shall be for a period of up to three (3) years (the "Term"), with an option for a renewal of up to three (3) years (the "Renewal Term") at the District's discretion. 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 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.

1.3 Scope of Work

The District seeks assistance from qualified respondents to assist in completing stream debris assessments for waterbodies in northwest Florida.

The selected respondent(s) will identify concentrations of woody debris and other in-stream obstructions, quantify the volume and/or quantity of such debris and obstructions, and identify any site accessibility concerns at the locations of any obstructions. The selected respondent(s) may also be tasked to perform associated tasks, which may include, but are not limited to, characterizing stream channel, habitat, and riparian conditions and providing other morphology or similar observations, if any, with respect to associated flooding potential. Some examples of waterbodies that may be assessed include Bear, Bayou George, and Cedar creeks in Bay County; Wetappo Creek in Gulf County; upper and lower Econfina Creek in Washington and Bay counties; and the lower Chipola River in Calhoun County. At a minimum, the stream debris assessments will result in the creation of a summary report, geospatial datasets, and photographs, all to be provided electronically in common file formats. The specific data collection and methodology to complete the work may vary so long as the approach is defensible and produces consistent and replicable deliverables.

1.4 Issuing Office, Date, and Location of Opening

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

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY
2:00 P.M. ET, July 24, 2023, 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>
June 29, 2023	District issues Request for Proposals
July 13, 2023	Deadline for written inquiries
July 24, 2023, 2:00 P.M.	Deadline for submission of Proposals
July 24, 2023, 2:15 P.M.*	Opening of sealed Proposals
August 10, 2023*	Governing Board considers Selection Committee's 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 Information Portal website.

1.7 Submission and Withdrawal

The respondent may submit the Proposals in person, by courier, or by mail. Fax and email transmittals will not be accepted.

The District will receive Proposals at the following address:

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

Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

Respondents shall submit one (1) original copy of the Proposal along with one (1) USB flash drive containing an Adobe PDF version of the Proposal in a sealed, opaque envelop or box. The face of the envelope or box containing the Proposal shall state in capital letters:

“SEALED PROPOSAL FOR RFP 23-003, STREAM DEBRIS ASSESSMENTS, TO BE OPENED JULY 24, 2023, 2:15 P.M. ET, 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 timely received but not properly sealed and marked shall not be considered.

Respondents who utilize courier service packing and shipping materials should place the Proposal in a sealed and labeled opaque envelope or box inside the courier-supplied shipping materials. It is the respondent's responsibility to ensure that his/her Proposal 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. If a respondent chooses to hand deliver a sealed bid in person during regular business hours of 8:00 A.M. (ET) to 5:00 P.M. (ET), a receptionist will be available to receive the respondent's bid.

Telephone confirmation of timely receipt of the Proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time. Submittal of Proposals other than in person, by mail, or courier such as UPS, etc. shall not be accepted.

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.

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.

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 are 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 in writing and given by the Procurement Officer.

All inquiries must be received in writing and emailed to the Procurement Officer, Toni Devencenzi at Toni.Devencenzi@nfwwater.com, no later than July 13, 2023, 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.

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 Information Portal 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 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 respondents 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.

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 Jack Furney, Division of Administrative Services, 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/Antitrust Violator Vendors

In accordance with ss. 287.133, 287.134, and 287.137, F.S., a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists 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), unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

1.14 Inspectors General Cooperation

The respondent understands and shall comply with s. 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.

1.15 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 District, 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 shall 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, excluding Saturdays, Sundays, and state holidays, after the posting of this RFP on the District's website. 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 s. 120.57(3), F.S., shall constitute a waiver of proceedings under Ch. 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, excluding Saturdays, Sundays, and state holidays, after posting of a notice of intent to award a contract(s). 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 s. 120.57(3), F.S., shall post with the District at the time of filing the formal written protest a bond pursuant to s. 287.042(2)(c), F.S. 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 ss. 120.57(3) and 287.042(2)(c), F.S., shall constitute a waiver of proceedings under Ch. 120, Florida Statutes.

1.18 Development Costs

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.

1.19 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.

1.20 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.

2 RESPONDENT PROPOSALS

2.1 Proposal Requirements

Proposals submitted for RFP 23-003 to the Northwest Florida Water Management District are to, at a minimum, include the following information:

- A. Respondent's 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 respondent and subcontractors (if any) in providing similar assignments, including brief 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 respondent, subcontractors (if any), and assigned staff. The Proposal should include descriptions of similar work and projects completed or ongoing.
- D. A list of the key individuals available to perform work on assigned tasks, including subcontractors (if any), and a resumé 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.
- E. The experience and expertise of the project manager and the project management approach.
- F. A summary of the current and projected workload of the respondent and subcontractors (if any) as related to the capacity of the firm to complete projects between 2023 and 2025, 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 Term (base term of three (3) years) and for the Renewal Term (optional three (3) year renewal term). Titles for assigned staff for the respondent and subcontractors (if any) should be consistent with the submitted Schedule of Costs (hourly rates). Failure to provide a Schedule of Costs for the Term will be grounds for rejecting a Proposal as nonresponsive. Failure to provide a Schedule of Costs for the Renewal Term will result in the respondent being held to the Term rates for any Renewal Term. An example is provided in Attachment A of the draft agreement, which is included as *Exhibit A*.
- H. 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.

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

2.2 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.

2.3 Conflict of Interest

The award hereunder is subject to Ch. 112, F.S. 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.

2.4 Respondent Checklist

Please review this checklist to ensure that you have properly followed the instructions. Many Proposals are rejected because the respondent simply failed to comply with the 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 1.7 Submission and Withdrawal* 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).
- 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.

3 EVALUATION AND CONTRACTING

Proposals will be evaluated by the District staff selection committee based upon the criteria listed under *Section 3.1 Evaluation Criteria*. Each committee member will complete a separate evaluation form for each Proposal. The scores of the selection committee members will be averaged and the respondents will be ranked based upon their average scores 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 ranking of the selection committees starting with the respondent(s) who received the highest average score.

3.1 Evaluation Criteria

	RFP 23-003 Criteria	Maximum Points
1	Experience and expertise of project manager and assigned personnel in completing stream assessments	30
2	Respondent's experience and expertise to provide stream assessment services	25
3	Price, as indicated by submitted hourly rate schedule	15
4	Respondent's past performance and experience of similar projects in northwest Florida	15
5	The location of the respondent and assigned key personnel/project manager. Higher consideration will be given to respondents whose firm/key personnel/project manager are nearest District headquarters	10
6	Current and projected workload of the respondent and demonstrated ability to meet time and budget requirements	5
	Total Points Available	100

3.2 Contract Awards

The District anticipates entering into contract(s) 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 committee.

The District may award contracts to more than one firm. The initial contract shall be for a Term of three (3) years, with the option for a Renewal Term 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 or a contract with the District. An official contract or agreement is not binding until the contract or agreement is reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and executed by both parties. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent.

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

Notice of a contract award shall be posted on the District's website (<https://www.nfwwater.com/Business-Finance/District-Procurement>) and on the State of Florida's Vendor Information Portal website (<https://vendor.myfloridamarketplace.com/>).

3.3 Contract Operations

The selected respondent(s) will enter into a contract with the District in the form set forth in Exhibit A attached hereto, which specifies hourly rates to be used as the basis of compensation, invoicing, reporting, payment schedule requirements, financial consequences, and any other provisions required by the District.

This solicitation does not provide any guarantees regarding the quantity or dollar amount of work that may be issued under this RFP. **The successful award of a contract does not guarantee that any work will be given.**

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

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, 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 regarding 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; 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 shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk
Northwest Florida Water Management District

5 EXHIBIT A – AGREEMENT FOR CONTRACTUAL SERVICES

**Agreement for Stream Debris Assessment
Between
Northwest Florida Water Management District
And
[Contractor]
(NFWFMD Contract Number 23-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 and deliverables hereunder (the “Work”) as an independent contractor of the District and not as an agent, representative, or employee of the District. Services and deliverables rendered shall be provided in accordance with the Contractor’s proposal submitted under RFP 23-003 entitled “**Stream Debris Assessments**” 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 the 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 be available to meet and discuss the project as requested with District representatives to negotiate the final SOW and fee for the Task Order. At the discretion of the District, negotiations concerning a 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 caused by the contractor and 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 of 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. As provided under s. 216.347, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- E. 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.
- F. 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.
- G. The Contractor represents that it has 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.
- H. 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 or Renewal Term, as defined herein. As provided in ss. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under 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 Term or Renewal Term, as defined herein, 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 hourly rates 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. All travel shall be in accordance with s.112.061, F.S., 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 the contact information included in Section 6.B., and the District’s Accounting Department at: AccountsPayable@nfwwater.com.

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the last date of execution by a party (the “Effective Date”) and shall remain in effect for three (3) years (36 months) from the Effective Date (the “Term”). 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 (the “Renewal Term”), 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 completed within the Term or Renewal Term, as applicable.

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. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by 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:

[Project Manager Name], or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-9999
Fax No.:	(850) [539-XXXX]
E-mail Address:	

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 Work has been satisfactorily completed.

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.
- B. 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 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 – LAW COMPLIANCE

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state, and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

SECTION 10 – 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 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, F.S.
- 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 such 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 Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. 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. Upon termination in any event, 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 a Task Order, 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. Contractor shall submit all such Work products to the District, if requested. Contractor may retain copies of all such 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 Ch. 119, F.S. 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/ANTITRUST 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 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 s. 287.017, F. S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. 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 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 pursuant to s. 287.134, F.S. 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.
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity, pursuant to s. 287.137, F.S. The Florida Department of Management Services is responsible for maintaining the antitrust violator vendor list and posts the list on its website. Questions regarding the antitrust violator 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 15 – 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, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. 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 Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. 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 Ch. 119, F.S., and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in s.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 Ch. 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 Ch. 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 during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of this 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 CH. 119, F.S., 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@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with s. 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 – PAYMENTS

- A. Payment will be made upon inspection and approval of Work as specified by Task Order and within thirty (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 18 – FINANCIAL CONSEQUENCES/REMEDIES

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

SECTION 19 – 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 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT; SEVERABILITY

This Agreement, including Attachment A, together with the Contractor's Proposal submitted for RFP 23-003, 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 Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 21 – MISCELLANEOUS

Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine and travel restrictions.

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: _____

Lyle Seigler
Executive Director

By: _____

(NAME)
(TITLE)

Date: _____

Date: _____

Attachment A to Contract Number 23-XXX

Schedule of Costs

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, unless otherwise specified within a task order:

- A. The basis of compensation for each Task Order shall be negotiated and approved by the District before work commences. Work completed on a cost reimbursement basis will be compensated using the Schedule of Costs in Attachment A. Task Orders may also be compensated on the basis of a negotiated fixed fee. The reimbursement to the Contractor for any direct expenses (ODCs) 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. All travel expenses shall be in accordance with s.112.061, F.S., and must be pre-approved by the District.
- B. The Contractor shall be compensated by the District as follows:

Position Title	Position Level	Base Contract Period (Years 1-3)	Optional Renewal Contract Period (Years 4-6)
Administrative	Associate	\$	\$
	Senior	\$	\$
Technician	I	\$	\$
	II	\$	\$
Scientist	I	\$	\$
	II	\$	\$
	III	\$	\$
	IV	\$	\$
GIS	II	\$	\$
	III	\$	\$
	IV	\$	\$
	V	\$	\$
Professional	I	\$	\$
	II	\$	\$
	III	\$	\$
	IV	\$	\$
Principal		\$	\$

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

Each of the aforesaid hourly rates shall be multiplied times the respective number of hours required for the assignment as set forth in the specific proposal and for the total fee as set forth in the Task Order for the particular project. Reimbursement for any travel authorized under this Agreement shall be determined by the District and shall be in accordance with s.112.061, F.S.