

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Request for Proposals ("RFP") No. 26-002**  
**Hydrodynamic Modeling of St. Joseph Bay, Gulf County, Florida**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, is issuing a Request for Proposals (RFP) from qualified firms to determine data needs, produce a modeling plan, collect data, and subsequently develop, calibrate, and apply a circulation model, (e.g. hydrodynamic model) to assess circulation patterns in St. Joseph Bay.

**The deadline for submission of sealed Proposals is 2:00 P.M. ET, January 5, 2026.** 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>), from the DemandStar website at: (<https://www.demandstar.com/app/login>), or from the State of Florida's Vendor Information Portal website at: (<https://vendor.myfloridamarketplace.com/>).

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## **PART 1. GENERAL INFORMATION**

### **1.1 Definitions**

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

### **1.2 Introduction and Purpose**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the "District") is issuing a Request for Proposals (RFP) from a qualified firm to provide consulting services to the District for the purpose of developing a circulation model for St. Joseph Bay located in Gulf County, Florida. The purpose of this model is to better understand circulation patterns within St. Joseph Bay and the critical forces driving these patterns. Work is anticipated to be authorized through individual task orders.

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 in developing a hydrodynamic model of St. Joseph Bay, Gulf County, Florida for the purpose of simulating circulation and particle transport in the bay. Three primary tasks are anticipated to be included in the scope of work, including:

- 1- Develop a Hydrodynamic Modeling Plan (MP) for St. Joseph Bay and St. Andrew Bay
- 2- Develop and Calibrate a Hydrodynamic Model for St. Joseph Bay
- 3- Perform Model Scenario Runs

Additional details regarding the three proposed tasks is provided below.

#### **Task 1: Develop a Hydrodynamic Modeling Plan for St. Joseph Bay and St. Andrew Bay**

In Task 1, the Contractor will develop a Modeling Plan (MP) detailing the process, recommended modelling software, model boundary conditions and spatial and temporal resolution and modelling extent, data and software needs and availability (including critical data gaps and data collection plan needed to fill those gaps), data qa/qc and data processing and analysis, identification of model development and calibration approach including performance metrics, and estimated costs and timeline of major tasks to complete the model development and calibration.

The MP will include both St. Joseph Bay as well as St. Andrew Bay, though the model to be developed as part of this grant/task will include St. Joseph Bay only. The contractor will address all District and Department of Environmental Protection (DEP) comments prior to submitting the final MP. This task must be completed, including all final deliverables and submitted invoices, by June 14, 2026.

### **Task 2: Development of a Hydrodynamic Model for St. Joseph Bay**

In Task 2, a hydrodynamic model will be constructed using the best available data, including data collected as identified in the MP (Task 1). The type of model and relevant calibration parameters will be determined in collaboration with the District and DEP.

Examples of specific sub-tasks associated with the model development include:

- 1- Develop model extent and grid system;
- 2- Develop input datasets for model calibration, examples include:
  - a. Offshore boundary conditions;
  - b. Freshwater inflows;
  - c. Meteorological data;
  - d. Bathymetry and DEM data;
  - e. Available velocity and discharge data in the bay;
  - f. Water surface elevation and water quality data at additional locations throughout the bay;
  - g. Tidal flux discharge measurements at ungagged tidal creeks and other potential surface water inputs into the bay;
  - h. Water quality data, such as water temperature and salinity;
- 3- Construct and parameterize hydrodynamic model;
- 4- Calibrate hydrodynamic model.

The model should be calibrated to observed water levels, salinity, temperature, flows, and/or any other variables of interest to the State of Florida for which sufficient data are available. Calibration periods will be selected based on a review of the available data relative to modeling objectives. Model parameter values will be checked for reasonableness and visualizations illustrating these temporal and spatial changes in model outputs will be produced to better evaluate model output. Graphical and numerical comparisons will be made between measured data and corresponding model outputs at data collection/calibration locations in St. Joseph Bay spanning periods of average, high, and low rainfall (surface water inputs such as the Gulf County Canal). Specific diagnostic measures for evaluating model calibration results will be generated based on model outputs such as water surface elevation, salinity, and/or temperature as appropriate. Model calibration performance metrics may include:

- Graphical and numerical comparisons of time series data versus model simulations, including time-series plots of model residuals;
- Graphical and numerical comparisons of observed and simulated data distributions (percentiles);
- Root mean square error (RMSE) statistics comparing observed and modeled data;
- Mean error (ME) statistics comparing observed and modeled data;
- Mean absolute error (MAE) statistics comparing observed and modeled data; and

- Correlation coefficient statistics (e.g. Pearson’s  $r$  or Kendall’s  $\tau$ ) comparing observed and modeled data.

**Task 3. Hydrodynamic Circulation Model Scenario Runs.**

Once the calibrated model is deemed appropriate for use by the District and DEP, the Contractor will perform a minimum of three scenario runs to evaluate the effects of changing boundary conditions on conditions in St. Joseph Bay. The Contractor will evaluate changes in key model outputs and bay hydro- and water-quality dynamics resulting from these scenarios and produce visualizations, including animations of model outputs, illustrating these changes. Grantee will additionally complete a sensitivity analysis to assess the sensitivity of key inputs to model outputs.

**Additional Tasks**

Additional tasks may also be necessary in the completion of this project including the following:

*Data Collection* – The selected Contractor may be requested to perform data collection to fill data gaps identified in the modeling plan. Types of data collection that may be needed include, but are not limited to, water quality data, hydrologic data, and bathymetric/topographic data. Alternatively, the District may issue task orders for data collection to a different contractor, depending on the type of data collection, costs, staffing availability, and other factors.

*Report Preparation* – Reports associated with the modeling effort including, but not limited to, items such as documenting the modeling and data collection work plans, modeling plans, model development reports, model calibration reports, and modeling scenario reports.

*Meeting Attendance* – The attendance of meetings may be required. Meetings may be virtual or in person. Meetings may require the Contractor to present to speak publicly about their work.

**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. (EASTERN TIME) ET, January 5, 2026, 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>
December 8, 2025	District issues Request for Proposals
December 18, 2025	Deadline for written inquiries by email
January 5, 2026	Deadline for submission of Proposals

January 5, 2026  
January 14, 2026

Opening of sealed Proposals  
Governing Board considers Selection  
Committee's recommendations

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

## 1.5 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, DemandStar website, and the State of Florida's Vendor Information Portal website.

## 1.6 Submission and Withdrawal

Respondents must submit proposals electronically through DemandStar. **Submissions will be accepted through DemandStar only.**

- 1) Submittals are accepted through the District's online bid system, DemandStar. Respondents must be registered with DemandStar in order to submit their responses on the DemandStar website. To register, please visit the DemandStar website at: [www.demandstar.com/app/registration](http://www.demandstar.com/app/registration).
- 2) For instructions on how to complete a free registration with DemandStar, please consult the [District's DemandStar overview](#).
- 3) Instructions for submitting an online bid are available on the District's website at: <https://nfwwater.com/business-finance/district-procurement/>.

Proposals not submitted through DemandStar do not constitute "delivery" and are not considered "received by" the District as required by this RFP. Submittal of proposals other than through DemandStar shall not be accepted. It is the respondent's responsibility to ensure his/her bid submission is delivered at the proper time. **Proposals that are, for any reason, received after the established deadline will not be considered.**

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.

### **1.7 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, (Lyn Shiver) at (lyn.shiver@nfwwater.com), no later than December 18, 2025, 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.

### **1.8 Addenda**

If revisions become necessary, the District will post written addenda on the District's website, the DemandStar website, and on the State of Florida's Vendor Information Portal website at least (10) calendar days before the opening of sealed Proposals. 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.

### **1.9 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](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 Jack Furney, Division of Administrative Services, at (850) 539-5999.

## **1.12 Social, Political, and Ideological Interests**

In accordance with s. 287.05701, F.S., the District shall not request documentation of or consider a respondent's social, political, or ideological interests in determining if the respondent is a responsible vendor. The District shall not give preference to a respondent based on the respondent's social, political, or ideological interests.

## **1.10 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.

## **1.11 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, 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](mailto:purchasingcustomerservice@dms.fl.gov).

## **1.12 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.

## **1.13 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.

#### **1.14 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. 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, F.S., and of the right to contest a term, condition, or specification of the RFP in a protest.

#### **1.15 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, F.S.

#### **1.16 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.

#### **1.17 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.

#### **1.18 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.

### **1.19 Scrutinized Companies; Boycotting**

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

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

## PART 2. RESPONDENT PROPOSALS

### 2.1 Proposal Requirements

Proposals submitted for RFP 26-002 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 organizational 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 2025 and 2029, 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.
- L. Proposals should be limited to no more than 30 pages.

## 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. If none, state none.

## 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? **The omission of required items will result in rejection of the Proposal.**
- Have you signed and included the Submittal Form?
- If a conflict of interest exists as described in *Section 2.3 Conflict of Interest*, have you included a statement of disclosure? If none, state none.
- Have you verified the submittal of your complete Proposal through DemandStar before the deadline? Proposals received after the date and time specified will not be considered.

### PART 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 committee starting with the respondent(s) who received the highest average score.

#### 3.1 Evaluation Criteria

	<b>RFP 26-002 Criteria</b>	<b>Maximum Points</b>
1	Experience and expertise of project manager and assigned personnel in completing data collection, data review, statistical analysis, and the development, calibration, and application of circulation models in coastal bay systems.	30
2	Respondent's experience and expertise to provide data collection, data review, statistical analysis, and the development, calibration, and application of circulation models in coastal bay systems.	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
	<b>Total Points Available</b>	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, DemandStar website, and on the State of Florida's Vendor Information Portal website.

### **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.

**PART 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

---

*(The area below this line is to be completed by NFWMD Agency Clerk only.)*

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

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

**EXHIBIT A – AGREEMENT FOR CONTRACTUAL SERVICE**

**Agreement for**

---

**Between**  
**Northwest Florida Water Management District**  
**And**

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**NFWWMD Contract Number \_\_\_\_\_**

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. Work shall be provided in accordance with the Contractor's proposal submitted in response to \_\_\_\_\_ entitled "\_\_\_\_\_" 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 (where applicable) and 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 (i) are not on the Scrutinized Companies that Boycott Israel List or engaged or participating in a boycott of Israel, and (ii) are not on the Scrutinized Companies with Activities in Sudan List, and (iii) are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and (iv) are not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, and (v) do not have business operations in Cuba or Syria. The District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on any of the foregoing lists or is engaged or participating in the boycott of Israel during the term of the Agreement. The District shall bring a civil action against the Contractor, as required in s. 287.135(5), F.S., for violation of this provision. As provided in s. 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 B, 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 Project Manager, at the contact information included in Section 6.B., and the District’s Accounting Department at: [AccountsPayable@nfwwater.com](mailto: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 \_\_\_\_\_ (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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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, if 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 Project Manager for this Agreement is identified below:

Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-9999
E-mail Address:	

C. The Contractor Project Manager for this Agreement is identified below:

Telephone No.:	
E-mail Address:	

- D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- E. 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.
- F. All Work shall progress as stipulated and provided in approved Task Orders as described in Section 1, "Scope of Services."
- G. 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 Ch. 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 work products, including but not limited to 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 and Contractor may retain copies of all such work products.

## **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 – VENDOR LISTS (PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATER) AND NON-PROFIT ORGANIZATION**

- 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.fl.gov](mailto:purchasingcustomerservice@dms.fl.gov).
- 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. 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.fl.gov](mailto:purchasingcustomerservice@dms.fl.gov).
- 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 contractor, 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. 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.fl.gov](mailto:purchasingcustomerservice@dms.fl.gov).
- D. Pursuant to s. 216.1366, F.S., if Contractor meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Contractor must provide the District with documentation that indicates the amount of state funds:
- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of the Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

## 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. The 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](mailto: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.
- C. Events outside the control of the Contractor may be considered, in the District's sole discretion, in the application of financial consequences for non-performance. In the District's sole discretion, payments in part or in full for work deemed unsatisfactory may be considered.

#### **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 all attachments and exhibits, together with the Contractor's Proposal submitted for \_\_\_\_\_, 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.

## SECTION 22 – OTHER STATUTORY PROVISIONS

- A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is \$100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in s. 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.
- B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in s. 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
- C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in s. 787.06, F.S.
- D. Iron and Steel for Public Works Projects. If this Agreement funds a “public works project” as defined in s. 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in s. 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:

- i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee's or Contractor's minimal use of foreign steel and iron materials if:

- iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- v. the "cost" of such materials, as defined in s. 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (except transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

*(REMAINDER OF THIS PAGE INTENTIONALLY 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

\_\_\_\_\_  
\_\_\_\_\_

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

Lyle Seigler  
Executive Director

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

List of attachment(s)/exhibit(s) included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Attachment A to Contract Number 26-002

### 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, unless otherwise specified within a Task Order. 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. Any 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	Optional
		(Years 1-3)	Renewal Contract Period (Years 4-6)
Administrative	Associate	\$	\$
	Senior	\$	\$
Field Technician	I	\$	\$
	II	\$	\$
Scientist	I	\$	\$
	II	\$	\$
	III	\$	\$
	IV	\$	\$
GIS	II	\$	\$
	III	\$	\$
	IV	\$	\$
	V	\$	\$
Professional	I	\$	\$
	II	\$	\$
	III	\$	\$
	IV	\$	\$
Modeler	II	\$	\$
	III	\$	\$
	IV	\$	\$
	V	\$	\$
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.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**LABOR AND SERVICES AFFIDAVIT**

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**AFFIDAVIT**

I, \_\_\_\_\_, as authorized representative attest that \_\_\_\_\_ does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_