

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS

SUBMIT RESPONSES TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
VIA: WWW.DEMANDSTAR.COM

Direct Inquiries to: Tonya Parker-Rimes, Procurement Manager

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POSTED DATE:

February 17, 2023

DUE DATE/RESPONSES OPENING DATE:

April 4, 2023 at 2:00 p.m. Eastern Standard Time (EST)

NON-MANDATORY PRE-RESPONSE CONFERENCE: March 7, 2023, 1:00 p.m. EST, at the Southwest Florida Water Management District, Brooksville Headquarters, Governing Board Room - Building 4, 2379 Broad Street, Brooksville, Florida 34604-6899

ORAL INTERVIEWS: The highest ranked Respondents for each Chapter will be shortlisted and required to provide an oral presentation to the District Evaluation Committee for that Chapter.

TITLE: RFQu 23-4106 GENERAL ENGINEERING AND PROFESSIONAL SERVICES

SPECIFICATIONS: The District is soliciting qualifications from the professional consulting community pursuant to the Consultants' Competitive Negotiation Act (section 287.055, Florida Statutes) to provide District-wide professional services that include, but are not limited to: civil engineering, environmental engineering, planning, permitting and monitoring; groundwater basin monitoring and modeling; surveying and mapping; geospatial data collection and watershed monitoring, modeling and peer review.

Respondent Name:

Mailing Address:

City-State-Zip:

Reason for No-Response:

Telephone Number: () -

FAX Number: () -

Toll-Free Number: () -

E-mail address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as the Respondent hereby declare that I have carefully read this Request for Qualifications and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Qualifications and certify that I am authorized to sign this response for the Respondent.

THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON WWW.DEMANDSTAR.COM AND WWW.WATERMATTERS.ORG/PROCUREMENT. THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT WWW.DEMANDSTAR.COM. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT ITS PROPOSAL IS TIMELY UPLOADED. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED. TO MAINTAIN A SECURED SEALED PROCESS, ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS 23-4106
GENERAL ENGINEERING AND PROFESSIONAL SERVICES

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Development Cost
- 1.4 Internet Availability, Changes, Delays, and Addenda
- 1.5 Non-Mandatory Pre-Response Conference
- 1.6 Rules for Responses
- 1.7 Contingency Fee
- 1.8 Response Format
- 1.9 Oral Interviews
- 1.10 Response Opening
- 1.11 Technical Questions
- 1.12 Conflict of Interest
- 1.13 Response Withdrawal
- 1.14 Public Availability of Records
- 1.15 Right to Accept or Reject Responses
- 1.16 Notice of Intended Decision
- 1.17 Protests
- 1.18 Agreement Information
- 1.19 Additional Terms
- 1.20 Truth in Negotiation
- 1.21 Indemnification
- 1.22 Withholding Payment
- 1.23 Termination Without Cause
- 1.24 Law Compliance
- 1.25 Americans With Disabilities Act (ADA)
- 1.26 Public Entity Crimes
- 1.27 Discrimination
- 1.28 Scrutinized Companies
- 1.29 Correspondence
- 1.30 Background Checks
- 1.31 Employment Eligibility Verification
- 1.32 Purchases by Other Public Agencies

PART II - INTRODUCTION

- 2.1 General Information
- 2.2 Background Information
- 2.3 Term of Agreement
- 2.4 Existing Qualified Firms
- 2.5 Response Calendar

PART III - NATURE OF SERVICES REQUIRED

- 3.1 Project Description
- 3.2 Scope of Services
- 3.3 Performance Schedule
- 3.4 Consultant Performance Evaluation

PART IV - INSURANCE REQUIREMENTS

- 4.1 Insurance Requirements

PART V - EVALUATION PROCEDURES

- 5.1 Review of Responses
- 5.2 Evaluation Method and Criteria
- 5.3 Final Selection

ATTACHMENTS

- Attachment 1 Chapter Checklist
- Attachment 2 Sample Agreement

REFERENCE DOCUMENTS

General:

- RFQu 23-4106 Certified Wage and Job Classification Packet
<https://watermatters.sharefile.com/d-s77a4a1294af2465b97787b42c92400ee>
- RFQu 23-4106 Data Collection Bureau Unmanned Aerial System Operations
<https://watermatters.sharefile.com/d-s30b5611f5ec145ddbb3afb175bc1baed>

Chapters B, C, D and H:

- FY2023 CFI Preliminary Evaluations Heartland Region <https://watermatters.sharefile.com/d-s426ce82a78704ac7b21bde005509590d>
- FY2023 CFI Preliminary Evaluations Northern Region <https://watermatters.sharefile.com/d-s5978e860a419477184a41d5b10adce50>
- FY2023 CFI Preliminary Evaluations Southern Region <https://watermatters.sharefile.com/d-sfcc1332f710c47eb90a73e58742c65e4>
- FY2023 CFI Preliminary Evaluations Tampa Bay Region <https://watermatters.sharefile.com/d-scb7ebf56757f4ad7a64c23e8b95f4ea7>

Chapter G:

- RFQu 23-4106
SWFWMD_Lidar_Specifications_v5.2
<https://watermatters.sharefile.com/d-s802fe42383004e1ab41095e8f1a88cdb>
- RFQu 23-4106
SWFWMD_FullMotionVideo_Specifications_1.2
<https://watermatters.sharefile.com/d-sd14e7934aab24222a374ed73a811eb98>
- RFQu 23-4106
Lidar_Surveying_and_Mapping_Report_Guidelines
<https://watermatters.sharefile.com/d-s62dfa7c9cc224c11b8af78dee4e9ff7b>
- RFQu 23-4106
SWFWMD_Orthophoto_Specifications_v5.2
<https://watermatters.sharefile.com/d-s44c6f8bdd39f493faf548c27b5841982>
- RFQu 23-4106
Seagrass_Imagery_Specifications_v2.13
<https://watermatters.sharefile.com/d-s70615b50c8844062a53d3186440abcac>

Chapter H:

- Comment_GDB_Templates_20220920
<https://watermatters.sharefile.com/d-s7e393f0d13264cbaae1dd665d8042998>
- DirectoryStructureTemplate_20210831
<https://watermatters.sharefile.com/d-s61d152b24fb344719ee9224329453ee6>
- Disclaimer_Final_Results.pdf
<https://watermatters.sharefile.com/d-s968c54bb44944c33b17448698940c77f>
- Disclaimer_Preliminary_Results.pdf
<https://watermatters.sharefile.com/d-sdfdc218cad3f437fbfdc93aa0ae06986>
- Final_WMP_Guidelines_and_Specs_20200902
<https://watermatters.sharefile.com/d-s59372ca72b9540fd97801e9609906bbf>
- GES_H_SOWs_Effective_August2014
<https://watermatters.sharefile.com/d-s2bcd749958c479b912b079273d94b98>
- SWFWMD_CFI_SIFP_BCA_Template
<https://watermatters.sharefile.com/d-s2f0add99bc9b4ce8978654cb5f97b243>
- SWFWMD_WMP_Submittal_Checklist
<https://watermatters.sharefile.com/d-s3bc20c2121b94ee4a7c7761850d41889>
- Sample_Reports
<https://watermatters.sharefile.com/d-s3bba8c6dfe544d38ad585e022ac17524>

PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Qualifications (RFQu) is to provide guidelines for submission of responses to qualify for the types of professional services described in Part III – Nature of Services Required, hereinafter referred to as the "Services."
- 1.2 DEFINITIONS.**
- Chapter** - refers to the eight discrete sections of professional services identified in this RFQu.
 - Chapter Task** - refers to the type of work anticipated within a Chapter.
 - Chapter Team** - refers to Key Personnel and Team Members.
 - District** - refers to the Southwest Florida Water Management District, which is the issuing agency.
 - Key Personnel** - refers to contract managers, quality assurance/quality control managers and Chapter leads.
 - Qualified Respondent** - refers to a Respondent that enters into an agreement with the District for the Services.
 - Respondent** - refers to any firm submitting a response to this RFQu.
 - Sub-Respondent** - refers to any subcontractor that will be providing services to the Respondent in the performance of work issued under this RFQu pursuant to an agreement between the Respondent and subcontractor.
 - Team Members** - refers to the technical staff necessary to satisfactorily complete the selected Chapter Tasks under a Chapter for which the Respondent is submitting a response.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this RFQu. All responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFQu.
- 1.4 CHANGES, DELAYS, AND ADDENDA.** The District reserves the right to delay scheduled RFQu due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, addenda and questions and answers are available for review and download at www.watermatters.org/procurement and www.demandstar.com.

Potential Respondents are responsible for rechecking the websites for any changes or addenda prior to the due date and time.

All interpretations and supplemental instructions will be in the form of written addenda to the contract documents including District answers provided in response to Section 1.11 **TECHNICAL QUESTIONS**. Respondents will acknowledge receipt of all addenda in their response.

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Potential Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting solicitation or contract documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

- 1.5 NON-MANDATORY PRE-RESPONSE CONFERENCE.** A non-mandatory Pre-Response Conference will be held for this RFQu. The purpose of this conference is to allow the potential Respondents an opportunity to present questions to District staff and obtain clarification of the requirements of the response document. Because the District considers such a conference to be critical to understanding the response requirements, it is strongly encouraged that Respondents or individuals identified as Key Personnel in the Respondent's response should attend the non-mandatory Pre-Response Conference. Portions of the conference may be recorded, however, minutes will not be produced or distributed. An addendum will be issued that contains questions asked at the Pre-Response Conference along with their corresponding answers.

1.6 RULES FOR RESPONSES. Two or more firms may combine for the purpose of responding to this RFQu provided that one is designated as the “Prime” Respondent. The other firm(s) will be referred to as the “Sub-Respondent(s)”. By signing and submitting the cover sheet with a response, the Respondent certifies that the response is made without prior understanding, agreement or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud, and that the individual signing the cover sheet has full authority to negotiate for and bind the Respondent.

1.7 CONTINGENCY FEE. By submitting a response, the Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate the award without liability and, at its discretion, to deduct from the agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.8 RESPONSE FORMAT. In order to assist the District’s review process, Respondents will use the following format.

- The electronic copy identified in Section 2.1 GENERAL INFORMATION, of this RFQu will be uploaded to www.demandstar.com in an exact Adobe™ Portable Document Format File (.pdf).
- Unless otherwise specifically noted, the response will be 8.5" x 11" formatted for print.
- Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs, and charts which can use 10-point font. All information furnished must be legible.
- All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- A Table of Contents (TOC) will be included at the beginning of the response and will not count toward the page limits detailed in this RFQu. The titles in the TOC must be the titles provided in Subsections 1.8.1 Document Submittals, and 1.8.2 Resumes and Licenses, including all subsubsections. The TOC will identify the page numbers on which the subsection and subsubsections begin. Links in the TOC to each section will be provided and bookmarks shall be generated in the .pdf for ease of navigating.

1.8.1 Document Submittals. In order to assist the District's review process, the required documents listed in this Subsection 1.8.1 will be divided and uploaded in two units. Unit 1 will detail an overview of the Respondent’s firm, the Respondent’s organizational structure, including Sub-Respondents, and a detailed technical and management approach to the types of professional services requested. The firm’s organizational structure is the hierarchical reporting structure (i.e., chain of command) of the organization, showing management, division, and department structure, typically by title only, of the Respondent and all Sub-Respondents. Unit 2 will detail the Respondent’s Chapter Team organization and ability to perform the selected Chapter Tasks under each Chapter for which the Respondent is submitting a response. Unit 1 is intended to highlight the firm’s overall structure, including Sub-Respondents, while Unit 2 is intended to provide more detailed information concerning the firm's proposed Team Members. There is no limit in the number of Chapters for which a Respondent can seek to be qualified.

1.8.1.1 Unit 1. This section of the response will outline the Respondent’s and Sub-Respondent’s organizations.

1.8.1.1.1 General Information. This section of the response will contain the required general response information as follows:

1.8.1.1.1.1 Cover Sheet. The cover sheet is page 1 of this RFQu. The Cover Sheet must be signed by an authorized signatory of the Respondent and submitted with the response. The Cover Sheet is fillable, which allows the Respondent to provide details in the

fields that require information to be typed. The Respondent Name is the name of the firm submitting the response.

1.8.1.1.1.2 Addenda Acknowledgements. Any addenda must be signed by an authorized signatory of the Respondent and submitted with the response.

1.8.1.1.1.3 Letter of Transmittal and Commitment. This letter will not exceed two pages in length and will briefly state the Respondent's understanding of the work to be performed, make a positive commitment to perform the work in a timely fashion and furnish staff and resources throughout the entirety of the agreement, considering that Task Work Assignments (TWA) may last up to seven years. This letter must include a willingness to offer replacement Key Personnel and Team Members with equal or more qualified persons during the term of the agreement. This letter must be signed by an authorized signatory that has full authority to negotiate for the Respondent; must give the names of the individuals who will be authorized to make representations for the organization, their titles, and addresses and telephone numbers.

1.8.1.1.2 Chapter Checklist. This section of the response will contain the completed Attachment 1, Chapter Checklist. The Respondents must have the ability to perform one or more of the Chapter Tasks anticipated within the specific (Chapters A through H) listed in Section 3.2 SCOPE OF SERVICES. The Respondents will check those Chapter Tasks for each Chapter under which it seeks to be qualified. The Respondents will only be eligible for TWAs for Chapter Tasks under each Chapter for which it seeks to be qualified. The Respondents are not required to have expertise in all of the Chapter Tasks under a Chapter to be qualified under that Chapter.

1.8.1.1.3 Respondent History. This section of the response will list the Respondent and all Sub-Respondent firm names, including names of acquired or merged firms for the last three years prior to the posting of this RFQu. The District will calculate the volume of work it has awarded to the named firms over the three year period. The volume of work is calculated utilizing the Respondent's total contract value, including Sub-Respondents, as listed in Section 5.2 EVALUATION METHOD AND CRITERIA.

1.8.1.1.4 Respondent Overview and Organizational Profile. This section of the response will detail the management level business structure, from the President/CEO down to the Chapter Lead level, for the Respondent and all Sub-Respondents. The required submittals must demonstrate the Respondent's understanding of the District's needs and describe the Respondent's ability to furnish the Services.

1.8.1.1.4.1 Respondent Organizational Chart. This chart will be formatted for print on 11" x 17" paper, will not exceed one page in length and identify the corporate officers and Key Personnel for the Respondent and Sub-Respondents including names, titles, and locations.

1.8.1.1.4.2 Key Personnel Matrix. This matrix will be formatted for print on 11" x 17" paper, will not exceed two pages in length and will detail the proposed Key Personnel years of experience,

education and training, position titles (as defined in the Reference Document provided below) and availability and expertise for Services required in this RFQu, including any unique or novel approach to similar types of professional services for the Respondent and all Sub-Respondents.

Reference Document:

- RFQu 23-4106 Certified Wage and Job Classification Packet
<https://watermatters.sharefile.com/d-s77a4a1294af2465b97787b42c92400ee>

1.8.1.1.4.3 Respondent Overview. This overview will not exceed four pages in length. Provide overview that demonstrates the Respondent's understanding of the District's needs and describe the Respondent's ability to furnish the type of Services at the management level.

1.8.1.1.5 Respondent Technical and Management Approach. This section of the response will not exceed four pages in length and will provide the Respondent's understanding of proposed goals and objectives of the Services for each Chapter the Respondent is seeking to be qualified. This section of the response will include a description of how the Respondent proposes to manage projects, manage Sub-Respondents, provide quality assurance/quality control procedures, and effectively communicate.

1.8.1.2 Unit 2. This section of the response will provide Chapter Team information required under each Chapter for which the Respondent is seeking to be qualified. The documents submitted for this section of the response shall be provided for each Chapter with a tab identifying the Chapter. The page limitations in this section are applicable per Chapter.

1.8.1.2.1 Chapter Team. This section of the response will detail the Respondent's Chapter Team Members, from the Chapter Lead level down to the Team Members actually performing the services for the Respondent and all Sub-Respondents, including identification of project managers. The required submittals must demonstrate the Respondent's understanding of the District's needs and describe the Respondent's ability to furnish the selected Chapter Tasks within the applicable Chapter.

1.8.1.2.1.1 Chapter Organizational Chart. This chart will be formatted for print on 11" x 17" paper, will not exceed one page in length and will identify the Team Members for the Respondent and Sub-Respondents including names, titles, and locations.

1.8.1.2.1.2 Team Member Matrix. This matrix will be formatted for print on 11" x 17" paper, will not exceed two pages in length and will detail the proposed Team Members years of experience, education and training, position title (as defined in the reference document provided below) and availability and expertise for the services, including any unique or novel approach to similar types of Chapter Tasks.

Reference Document:

- RFQu 23-4106 Certified Wage and Job Classification Packet

1.8.1.2.1.3 Team Member Overview. This overview will not exceed four pages in length. Provide overview that demonstrates the Respondent's understanding of the District's needs and describe the Respondent's ability to furnish the type of Chapter Tasks required in this RFQu at the Team Member level.

1.8.1.2.2 Chapter Projects and References. This section of the response will not exceed six pages in length and will provide at least three examples of past projects that are at substantial completion within the last three years from the posting of this RFQu. These examples must demonstrate the qualifications of proposed Team Members to perform the types of Chapter Tasks. For each example project, include a project contact name, address, telephone number and email address, a description of the project and the professional services performed by the Team Members, including their roles, the original and final project cost, and the dates when the professional services were initiated and completed. Identify three references from the examples of past projects listed and provide a letter of reference from the organization on their letterhead with their corporate seal (if available) signed by an authorized agent of the organization. If the reference is from a District project, the Respondent shall provide the final Consultant Performance Evaluation (CPE) in lieu of a letter of reference. The District reserves the right to contact additional project contacts as references.

1.8.2 Resumes and Licenses. This section of the response will provide resumes of Key Personnel and Team Members under each Chapter for which the Respondent is seeking to be qualified and copies of all licenses and certifications required of the Respondent, Sub-Respondents, and each professional offered to provide services to the District pursuant to Florida law. Resumes must be no more than two pages in length per individual. The resumes will provide an overview of the individual's experience, education and training and must demonstrate the individual's qualifications for the professional services being sought. Do not include resumes or licenses of staff members who will not be working on District projects. Provide one resume per individual followed by a copy of their applicable license(s) filed by firm name then by individual name alphabetically. It will be the responsibility of awarded firms to provide updated resumes and licenses when staff change or upon request.

1.8.2.1 Certificates/Licenses that must be provided are as follows:

- Certificate of Authorization - Provide a copy of the Respondent's and all Sub-Respondents current business "Certificate of Authorization" for the applicable profession(s).
- Professional Engineers - Provide a copy of the Florida professional engineer (PE) license for each PE proposed as Key Personnel or Team Members for this RFQu in accordance with chapter 471, Florida Statutes.
- Professional Land Surveyors and Mappers - Provide a copy of the Florida professional land surveyor and mapper license for each land surveyor and mapper proposed as Key Personnel or Team Members for this RFQu in accordance with chapter 472, Florida Statutes.
- Architects and Landscape Architects - Provide a copy of the Florida professional license of architect and landscape architect for each architect and landscape architect proposed as Key Personnel or Team Members for this RFQu in accordance with chapter 481, Florida Statutes.

1.8.3 Cost/Fees. Costs and fees will not be submitted with the response. Fee Schedules will be negotiated with the shortlisted firms for each Chapter as provided in PART V – EVALUATION PROCEDURES, and section 287.055, Florida Statutes.

1.9 ORAL INTERVIEWS. The Respondents with the highest preliminary ranked responses for each Chapter will be shortlisted and required to make in an oral presentation, that may be virtual or in-person, with the District Evaluation Committee in accordance with Section 5.3 FINAL SELECTION. These oral presentations provide an opportunity for the Respondent to answer questions and clarify their response submittals for the District Evaluation Committee.

Pursuant to section 286.0113(2)(b), Florida Statutes, oral presentations are exempt from section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Pursuant to section 296.0105, Florida Statutes, if any person decides to appeal any decision made by the District with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.10 RESPONSE OPENING. The response opening will be open to the public, on the date and at the time specified on the cover sheet. It is the Respondent's responsibility to ensure that its response is uploaded in www.demandstar.com at the proper time. Responses which for any reason are not timely uploaded will not be considered.

To be considered, one electronic Adobe TM Document Format File (.pdf) of a response must be uploaded to www.demandstar.com, by 2:00 p.m., EST, on April 4, 2023. Responses not received in a timely manner by DEMANDSTAR will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

The District may make an award within 120 days after the date of the opening, during which time responses shall remain firm and shall not be withdrawn. If an award is not made within 120 days, the response shall remain firm until either the District awards the contract or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFQu and those included in Attachment 2 – Sample Agreement. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response shall constitute the Respondent's acknowledgement of all terms and conditions of this RFQu and the District will construe the response as though no changes were presented. If the Respondent desires clarification on a term or condition of this RFQu or the Sample Agreement, the Respondent must submit its request under the procedure set forth in Section 1.11 TECHNICAL QUESTIONS.

AS INDICATED ON THE COVER SHEET, THE DISTRICT RECEIVES RESPONSES THROUGH DEMANDSTAR. RESPONSE PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA .PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The District is providing a virtual option to join the response opening for RFQu 23-4106 General Engineering and Professional Services. The meeting will begin at 2:00 p.m. on April 4, 2023. Persons may

listen to the opening by clicking on the “Join Microsoft Teams Meeting” title below, or may click on or copy and paste the following Teams Link URL into a browser:

Microsoft Teams meeting
Join on your computer or mobile app
Click here to join the meeting

<https://bit.ly/3S2bYJ1>

Or call in (audio only)

+1 786-749-6127, 633139639# **United States, Miami**

Phone Conference ID: 633 139 639#

1.11 TECHNICAL QUESTIONS. All questions must be presented in writing to procurement@watermatters.org, the address as stated in Section 1.29 CORRESPONDENCE, **no later than 5:00 p.m. March 14, 2023**. Inquiries must reference the RFQu title, number and date of the response opening. The Respondents are responsible for checking the website as specified in Section 1.4 CHANGES, DELAYS, AND ADDENDA for any addenda.

1.12 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of chapter 112, part III, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their responses the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of 5% or more in the Respondent's firm or any of its branches.

1.13 RESPONSE WITHDRAWAL. Responses may be withdrawn by written notice signed by the same person who signed the cover sheet and received at any time prior to the opening. Responses may be withdrawn by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the response is received.

1.14 PUBLIC AVAILABILITY OF RECORDS. Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this RFQu will be subject to the provisions of chapter 119, Florida Statutes, Florida Public Records Act. Any Respondent claiming that its response contains information that is exempt from disclosure under the public records law must clearly segregate (separate pdf file preferred) and mark that specific information and provide the specific statutory citation for such exemption (e.g., section 815.045, Florida Statutes).

Pursuant to section 119.071(3)(b)1., Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of section 119.07(1), Florida Statutes, and subsection 24(a), Article I of the State Constitution. Information made exempt by section 119.071(3)(b)1., Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure, or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information.

The Florida Public Records Act, section 119.071(1)(b)2., Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the District provides a Notice of Intended Decision pursuant to section 120.57(3)(a), Florida Statutes, or until 30 days after the response opening, whichever is earlier. This exemption is not waived by the public opening of the responses. See Attachment 2 - Sample Agreement, Section 7 PROJECT RECORDS AND DOCUMENTS, for additional details on the public record requirements.

1.15 RIGHT TO ACCEPT OR REJECT RESPONSES. Responses which are incomplete, conditional, obscure, or contain additions not contemplated by the RFQu or irregularities of any kind, or do not comply in every

respect with the RFQu may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFQu but reserves the right to accept any response which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all responses and not grant any award resulting from the issuance of this RFQu. If awarded, no contract will be formed between the Respondent and the District until the agreement is executed by both parties.

- 1.16 NOTICE OF INTENDED DECISION.** The Notice of Intended Decision will be posted on the District's Internet web site www.watermatters.org/procurement, and www.demandstar.com.
- 1.17 PROTESTS.** Anyone who protests the specifications of this RFQu or Notice of Intended Decision must file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 1.18 AGREEMENT INFORMATION.** The contents of the response of a Qualified Respondent will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. A Respondent's failure to accept this condition will result in the cancellation of any award. The laws of the state of Florida will govern the agreements resulting from this RFQu. The District will have the right to examine and audit the Qualified Respondents' project related books, records, documents, and papers during the project and for at least three years following the completion date of a TWA. The Qualified Respondents will also be required to comply with all applicable laws, rules, and regulations. Attachment 2 - Sample Agreement is attached.
- 1.19 ADDITIONAL TERMS.** The District reserves the right to add additional terms and conditions as applicable to specific TWAs as determined by the District in its sole discretion. Additionally, if the District receives state and/or federal funds for work under a proposed TWA, the District will include any additional contract provisions necessary as a result of the funding source in the applicable TWA. A Qualified Respondent that does not agree to the additional terms and conditions associated with a proposed TWA will not be assigned the work.
- 1.20 TRUTH-IN-NEGOTIATION.** See Attachment 2 – Sample Agreement, Section 29 TRUTH IN NEGOTIATIONS.
- 1.21 INDEMNIFICATION.** The Respondent agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of any work resulting from this RFQu.
- 1.22 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent under any resulting agreement or TWA as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any agreement with the District.
- 1.23 TERMINATION WITHOUT CAUSE.** See Attachment 2 - Sample Agreement, Section 13 TERMINATION WITHOUT CAUSE.
- 1.24 LAW COMPLIANCE.** The Respondent shall abide by and assist the District in satisfying all applicable federal, state, and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFQu. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital

status, or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFQu.

- 1.25 AMERICANS WITH DISABILITIES ACT.** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services, and activities. Anyone requiring reasonable accommodation, or would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADAcoordinator@watermatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at watermatters.org/ADA.
- 1.26 PUBLIC ENTITY CRIMES.** Pursuant to sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a response to this RFQu, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.
- 1.27 SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a response for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By submitting a response, the Respondent certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The Respondent agrees to notify the District if placement on any of the aforementioned lists occurs or if the Respondent is engaged in a boycott of Israel or has business operations in Cuba or Syria. The District may terminate any agreement resulting from this RFQu if the Respondent is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the District determines the Respondent submitted a false certification, the District may bring a civil action against the Respondent which may result in a penalty equal to the greater of \$2 million or twice the amount of the work issued under the agreement resulting from this RFQu and all reasonable attorneys' fees and costs.
- 1.28 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence relative to this RFQu must be emailed to www.procurement@watermatters.org.

Unless otherwise notified in writing by the Respondent, correspondence relative to this RFQu will be sent to the Respondent at the address listed on the cover sheet.

The Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this RFQu, except in writing to the Procurement Service Office as provided in this

RFQu, until after the Notice of Intended Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a response.

- 1.29 BACKGROUND CHECKS.** The District may require Respondents to perform a background check on persons assigned to perform work for the District on behalf of the Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement and such additional background checking as the Respondent may deem appropriate.

Additionally, the District is required by law to conduct fingerprint based criminal history checks of persons who perform work for the District, as follows:

“A water management district that has structures or facilities identified as critical infrastructure by the Regional Domestic Security Task Force created pursuant to s. 943.0312 shall conduct a fingerprint based criminal history check for any current or prospective employee and other persons designated pursuant to the water management district's security plan for buildings, facilities, and structures if those persons are allowed regular access to those buildings, facilities, or structures defined in the water management district's security plan as restricted access areas.

A water management district that has structures or facilities that are not identified as critical infrastructure by the Regional Domestic Security Task Force may conduct a fingerprint-based criminal history check for any current or prospective employee and others designated pursuant to the water management district's security plan for buildings, facilities, and structures if those persons are allowed regular access to critical buildings, facilities, or structures defined in the water management district's security plan as restricted access areas.”

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check. (See section 373.6055 Florida Statutes for further detail about statutory requirements.)

- 1.30 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-verify system may be obtained via U.S. Department of Homeland Security website at <http://www.dhs.gov/E-Verify>.

- 1.31 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Qualified Respondent(s), purchases may be made under this RFQu by other governmental agencies or political subdivisions within the state of Florida if otherwise authorized by law. Such purchases will be governed by the same terms and conditions stated herein. This RFQu and any resulting agreement in no way restricts or interferes with the right of any public entity to procure any or all these services independently.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits responses from Qualified Respondents to provide:

District-wide professional services which include civil engineering, environmental engineering, planning, permitting, and monitoring; groundwater basin monitoring and modeling; surveying and mapping; geospatial data collection and watershed monitoring, modeling, and peer review.

This RFQu is in accordance with and pursuant to section 287.055, Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA).

The Respondents must have the ability to perform one or more of the Chapter Tasks within a Chapter listed in Section 3.2 SCOPE OF SERVICES. The Respondents are not required to have expertise in all Chapter Tasks of a given Chapter.

There are no Disadvantaged Business Enterprises (DBE) requirements, however, the District expects the Respondents to make good faith efforts to ensure that DBEs, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this RFQu. The Qualified Respondents will be required to submit information relating to the amount of expenditures made to disadvantaged businesses in relation to a TWA, to the extent it maintains such information, as set forth in Attachment 2 - Sample Agreement, Section 22 DISADVANTAGED BUSINESS ENTERPRISES.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from the Respondents for clarification purposes.

The District, for the last two consecutive years, has encumbered approximately \$3 million of work per year under existing District professional services agreements. The District's overall work program has not expanded. The District anticipates future spending under this RFQu will be approximately \$3 million per year. The information provided above is for informational purposes only. This RFQu does not provide any guarantees regarding the quantity or dollar amount of TWAs that may be issued. The successful award of an agreement DOES NOT guarantee that any individual TWA will be issued.

2.2 BACKGROUND INFORMATION. The District is one of five regional districts charged by chapter 373, Florida Statutes, to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams, and estuaries; land management and acquisition; and public education awareness.

2.3 TERM OF AGREEMENT. The expected term of the agreements resulting from this RFQu will be for a five year period. At the sole discretion of the District, a TWA may be issued for work that exceeds the expiration date of the agreement if the TWA is issued prior to the expiration date and all work associated with the TWA will be completed within two years from the expiration date. If a TWA is issued for work that exceeds the agreement expiration date, the TWA shall be subject to the terms and conditions of the agreement until the TWA is completed and the District issues final payment.

2.4 EXISTING QUALIFIED FIRMS. The District reserves the right to assign professional services work covered in this RFQu to consultants under any existing professional services agreement or through the issuance of purchase orders in accordance with the District's Procurement Policy.

2.5 RESPONSE CALENDAR. The following is a list of key dates associated with this RFQu:

RFQu issued by the District February 17, 2023

RFQu
Technical questions must be submitted in writing to www.procurement@watermatters.org no later than 5:00 p.m. EST, March 14, 2023, in accordance with Section 1.11 TECHNICAL QUESTIONS of this

RFQu. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

Non-Mandatory Pre-Response Conference (1:00 p.m.)	March 7, 2023
Held at: Southwest Florida Water Management District Brooksville Headquarters Governing Board Room - Building 4 2379 Broad Street Brooksville, Florida 34604-6899 All visitors must report to the lobby of Building 4 to sign in.	
Due date for Respondents to submit responses (2:00 p.m.)	April 4, 2023
Preliminary Evaluation Committee Meetings	Tentatively April/May 2023
Oral Interviews	Tentatively May/June/July 2023
Final Evaluation Committee Meetings	Tentatively May/June/July 2023
Notice of Intended Decisions, anticipated posting date	Tentatively May/June/July 2023
Agreement date	As soon as practicable

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. The District is soliciting responses from the professional consulting community to provide general engineering and professional services in the sixteen county area served by the District through the issuance of TWAs. The objective of this solicitation is to obtain the services of multiple consultants with the capability to provide a variety of professional services.

The services include, but are not limited to civil engineering, environmental engineering, planning, permitting, and monitoring; groundwater basin monitoring and modeling; surveying and mapping; geospatial data collection and watershed monitoring, modeling, and peer review. The professional services identified in this RFQu have been broken into discrete areas of work called Chapters.

TWAs issued under Chapters A through G of this RFQu, are limited to projects in which the estimated construction cost of each individual project does not exceed \$4 million, and for a study activity if the fee for professional services for each individual study does not exceed \$500,000. Work that exceeds these monetary caps will be solicited through a Request for Qualifications (RFQu) pursuant to the provisions of the CCNA. The District reserves the right to issue a separate solicitation for any professional services it requires at its discretion. The professional services sought in connection with the District's Watershed Management Program under Chapter H, are associated with a specific "project" and are not subject to the monetary caps applicable to "continuing contracts" under the CCNA.

3.2 SCOPE OF SERVICES.

The Chapters that are included in this scope of services are as follows:

CCNA Continuing Contracts

- A. Minimum Flows and Levels
- B. Construction Inspection and Infrastructure Assessment
- C. Design, Permitting and Construction Inspection of Natural and Water Conveyance Systems
- D. Environmental Monitoring and Assessments of Natural Systems
- E. Reserved
- F. Surveying and Mapping

G. Geospatial Mapping and Data Services

CCNA Individual Project

H. Watershed Management Program: Watershed Evaluation, Modeling, and Planning and Associated Peer Review

TWAs may include ancillary elements that are considered incidental to the primary types of professional services sought but are necessary to complete the work of a TWA. The ancillary elements may include geotechnical engineering and exploration, landscape architecture and survey that are below the monetary thresholds provided in section 287.055(3)(a)1., Florida Statutes. If a TWA requires other ancillary elements not listed in a Chapter, but which may be necessary to complete the work for the TWA, the Qualified Respondent is not restricted from obtaining these services if the procurement complies with the requirements set forth in Attachment 2 – Sample Agreement, Subparagraph 4.9. If the monetary threshold for CCNA services is exceeded for the needed ancillary services, the District may issue a TWA to a qualified firm under this RFQu.

TWAs will be issued to Qualified Respondents on an as-needed basis. The District will first negotiate a TWA with the Qualified Respondent deemed to be the most qualified by the District in its sole judgment and discretion at compensation which the District determines is fair, competitive, and reasonable. Should the District be unable to negotiate a satisfactory TWA with the Qualified Respondent deemed to be the most qualified at a price the District determines to be fair, competitive, and reasonable, negotiations with that Qualified Respondent will terminate, and the District shall undertake negotiations with the Qualified Respondent deemed to be the second most qualified. This process shall continue until the District negotiates a TWA with a Qualified Respondent.

Factors that may be considered by the District in making this determination include, but are not limited to, familiarity with the geographical area of the project, past performance, availability and ability of professional personnel, and ability to perform tasks in a timely manner. If, in the opinion of the District, two (2) or more Qualified Respondents are equally qualified for a TWA, the District will issue the TWA to the Qualified Respondent that has received the least volume of work under this RFQu, including all work issued to its Sub-Respondents, to affect an equitable distribution of work.

When the District identifies a need for services, a proposed scope of work and general project schedule will be provided to the Qualified Respondent. The Qualified Respondent will then provide a detailed level of effort, and project and staffing schedule, that conforms to the District's project and schedule requirements. A firm fixed price for that effort will be negotiated based on the pre-determined fee schedule (hourly labor rates and unit pricing) which will be attached as Exhibit B to the agreement. Depending on the nature of the services required, some TWAs may be billable on a time and materials basis with a not-to-exceed amount, subject to completion of designated milestones and documentation of hours expended. Final payment under a TWA will be subject to successful completion of scope of work and the District's acceptance of deliverables and project milestones, in accordance with the terms of the agreement and the TWA.

No work is authorized until a TWA is fully executed by the District and the Qualified Respondent and the District issues a Notice to Proceed. Any work to be provided under a proposed revision to a TWA is not authorized until the TWA amendment is fully executed by the District and the Qualified Respondent.

Qualified Respondents issued TWAs shall:

- Provide timely delivered services and resources
- Supervise consulting and subcontractor staff including oversight of their work and performance
- Maintain qualifications throughout the life cycle of the General Engineering Services contract
- Manage the project (timelines, budget, deliverables, contingencies) and track the progress
- Provide quality control and quality assurance on all deliverables
- Communicate regularly with District TWA project managers

- Professionally communicate with the public and represent the District regarding the project as requested

The services will normally be performed by the Qualified Respondent at an off-site location (not in the District's offices). Unless otherwise provided in a TWA, the Qualified Respondent will be required to provide its own equipment.

At the District's discretion, on a case-by-case basis, work may be performed at District offices. In these cases, the Qualified Respondent will be provided with space and equipment (computer, software, etc.) at a District office for the duration of the TWA.

If a TWA authorizes the use of Unmanned Aircraft Systems (UAS) or Unmanned Boats (UB), the use and operation of UAS will be performed in compliance with Federal Aviation Administration rules and regulations and Florida law in accordance with the contract provisions in the Master Agreement and the TWA, and following guidance document, as updated from time to time, which for the purposes of this RFQu, can be found at -

Reference Document:

- RFQu 23-4106 Data Collections Bureau Unmanned Aerial Systems Operations
<https://watermatters.sharefile.com/d-s30b5611f5ec145ddbb3afb175bc1baed>

Chapters:

A. Minimum Flows and Levels (MFLs) – The services performed pursuant to this Chapter include activities under District rules chapter 40D-8, Florida Administrative Code. They primarily pertain to work managed by the [Resource Management Division](#).

Types of Chapter Tasks:

- Physical and Geophysical Data Collection and Monitoring
 - Stage and flow/discharge measurement
 - Water quality data collection and monitoring (e.g., temperature, conductance, total dissolved solids (TDS), chlorides)
 - Survey data collection and monitoring (e.g., bathymetric, shoreline, floodplain, and instream data; elevations of anthropogenic features adjacent to water bodies, such as culverts, water control structures, floor slabs and roads)
 - LiDAR data collection and processing (for digital elevation modeling)
 - Soils data collection and monitoring (e.g., soils sampling and description/classification)
 - Sediment thickness sampling, coring, and description
 - Soil/sediment hydraulic parameters measurement and characterization
 - Geophysical data collection (e.g., ground-penetrating radar)
- Ecological Data Collection and Monitoring
 - Plankton/nekton surveys and monitoring
 - Oyster surveys and monitoring
 - Other benthos surveys and monitoring
 - Fish surveys and monitoring
 - Other wildlife surveys and monitoring
 - Vegetation surveys and monitoring
 - Wetlands surveys and monitoring
 - Submerged (submersed) aquatic vegetation surveys and monitoring
 - Algae/microbe surveys and monitoring woody habitat data collection
 - Ecologic health assessments
 - Environmental values assessments
- Data Analysis and Management
 - Water quality data analysis
 - Biological data analysis
 - Hydrologic data analysis

- Statistical analysis and modeling
- Time series data analysis
- Data classification (e.g., machine learning)
- Geostatistical analysis and modeling
- Geospatial data analysis
- Database design and development
- Supporting Studies
 - Literature reviews
 - MFLs methods development
 - Recovery/prevention strategy development and implementation
 - Technical advisory consultation/independent scientific peer review
 - Site assessments and histories development
 - Environmental values assessments
- Model Development (specific to Minimum Flows and Levels work)
 - Instream habitat modeling
 - Habitat suitability modeling
 - Hydrodynamic modeling
 - Hydraulic modeling
 - Geochemical modeling
 - Saltwater intrusion modeling – solute transport modeling
 - Groundwater modeling
 - Surface Water modeling
 - Integrated surface/groundwater modeling
 - Water quality modeling

B. Construction Inspection, Infrastructure Assessment, and Emergency Management Support. The services performed pursuant to this Chapter include the operations of District water control facilities. They primarily pertain to work managed by the [Operations, Land and Resources Monitoring Division](#).

The Chapter Task, engineering economic studies, includes the estimation of the cost effectiveness of a project. Examples of this type of work can be found in the FY2023 CFI Preliminary Evaluation links below:

- FY2023 CFI Preliminary Evaluations Heartland Region
<https://watermatters.sharefile.com/d-s426ce82a78704ac7b21bde005509590d>
- FY2023 CFI Preliminary Evaluations Northern Region
<https://watermatters.sharefile.com/d-s5978e860a419477184a41d5b10adce50>
- FY2023 CFI Preliminary Evaluations Southern Region
<https://watermatters.sharefile.com/d-sfcc1332f710c47eb90a73e58742c65e4>
- FY2023 CFI Preliminary Evaluations Tampa Bay Region
<https://watermatters.sharefile.com/d-scb7ebf56757f4ad7a64c23e8b95f4ea7>

Types of Chapter Tasks:

- Inspection and infrastructure condition assessment
 - Water control structure condition assessment
 - Pump stations
 - Dam/levees (including underwater inspections)
 - Spillways
 - Reservoirs
 - Bridges
 - Determination of engineer's estimate of probably costs, Class 1 through 5
- Construction Engineering Inspection
 - (FEMA) Emergency response support (i.e., providing site inspections of damage and/or debris removal monitoring, designing emergency repairs, assisting with federal reimbursement process, etc.); preparation of debris management plans

- Emergency Action Plan (EAP) and dam failure flood boundary mapping assessment (i.e., flood inundation) and development (using FEMA's "Federal Guidelines for Dam Safety" series)
- Development of EAP exercises which include all involved cooperators
- Assist in the public assistance/FEMA reimbursement program and public involvement support
 - Landscape architecture
 - Environmental permitting support (federal, state, and local agencies)
 - Engineering economics studies
 - Planning program development and budgeting
 - Expert witness and independent peer review
 - Public notification, public meetings, and presentations to the Governing Board
 - Project management and quality assurance/control

C. Design, Permitting, and Construction Inspection of Natural and Water Conveyance Systems.

The services performed pursuant to this Chapter include the restoration and stormwater best management projects for natural and water conveyance systems. They primarily pertain to work managed by the [Operations, Land and Resources Monitoring Division](#) and the [Resource Management Division](#).

The Chapter Task, engineering economic studies, includes the estimation of the cost effectiveness of a project. Examples of this type of work can be found in the FY2023 CFI Preliminary Evaluation links below:

- FY2023 CFI Preliminary Evaluations Heartland Region
<https://watermatters.sharefile.com/d-s426ce82a78704ac7b21bde005509590d>
- FY2023 CFI Preliminary Evaluations Northern Region
<https://watermatters.sharefile.com/d-s5978e860a419477184a41d5b10adce50>
- FY2023 CFI Preliminary Evaluations Southern Region
<https://watermatters.sharefile.com/d-sfcc1332f710c47eb90a73e58742c65e4>
- FY2023 CFI Preliminary Evaluations Tampa Bay Region
<https://watermatters.sharefile.com/d-scb7ebf56757f4ad7a64c23e8b95f4ea7>

Types of Chapter Tasks:

- Site civil engineering planning, design, and review
- Water control structure and spillway planning and design
- Levee and reservoir planning and design
- Planning and design for canal dredging, widening and bank stabilization
- Surface water management system design
- Pump station design
- Design of electrical services, generators, switchgear, and motor control centers at structures and facilities
- Design of telemetry and communication equipment for monitoring and control at water control sites
- Planning and design of stormwater treatment areas associated with natural systems
- Evaluation of innovative/alternative stormwater treatment technologies
- Operation and maintenance plan preparation
- Planning and design of habitat restoration and stormwater retrofit projects (wetlands restoration/mitigation, and reduction of pollutant loads into receiving water bodies)
- Construction administration services, inspection, and certification
- Environmental permitting support (federal, state, and local agencies)
- Engineering economics studies, including feasibility studies
- Planning program development and budgeting
- Expert witness and independent peer review

- Public notification, public meetings, and presentations to the Governing Board
- Project management and quality assurance/control

D. Environmental Monitoring and Assessments of Natural Systems. The services performed pursuant to this Chapter include assessment and monitoring of natural systems. They primarily pertain to work managed by the [Operations, Land and Resources Monitoring Division](#), the [Management Services Division](#), [Resource Management Division](#), and the [Regulatory Division](#).

The Chapter Task, engineering economic studies, includes the estimation of the cost effectiveness of a project. Examples of this type of work can be found in the FY2023 CFI Preliminary Evaluation links below:

- FY2023 CFI Preliminary Evaluations Heartland
<https://watermatters.sharefile.com/d-s426ce82a78704ac7b21bde005509590d>
- FY2023 CFI Preliminary Evaluations Northern Region
<https://watermatters.sharefile.com/d-s5978e860a419477184a41d5b10adce50>
- FY2023 CFI Preliminary Evaluations Southern Region
<https://watermatters.sharefile.com/d-sfcc1332f710c47eb90a73e58742c65e4>
- FY2023 CFI Preliminary Evaluations Tampa Bay Region
<https://watermatters.sharefile.com/d-scb7ebf56757f4ad7a64c23e8b95f4ea7>

Types of Chapter Tasks:

- Environmental monitoring and assessments
 - Groundwater (levels and quality)
 - Surface water (levels, discharge, and quality)
 - Hydrogeologic characterizations (geophysical logging, aquifer testing, formation interpretation)
 - Monitoring network design evaluations
 - Statistical modeling to support data management and analysis
 - Coding support (e.g., SAS and R) for data management and analysis
 - Laboratory analysis (water and sediment)
- Biological monitoring and assessments
 - Fish and aquatic invertebrate (nekton/plankton/benthos, avian, herpetofauna and mammal surveys and assessments)
 - Phytoplankton and periphyton surveys and assessments
 - Habitat mapping, modeling, and assessments
 - Specific species surveys and assessments
 - Jurisdictional delineations for wetlands and other waters
 - Submerged, emergent, wetland and riparian vegetation surveys and assessments
- Soils assessment
- Cultural resource assessments
- Assessment of ecosystem responses to hydrologic and nutrient inputs using empirical data and mechanistic modeling
- Assessment of surface water systems to rainfall
- Development of effective water quality monitoring plans
- Regional water supply planning
- Model farm economic analysis
- Univariate and multivariate statistical analysis and modeling
- Assist in the technical editing and development of the statutorily required Regional Water Supply Plan (RWSP) including hydrogeology, water use and impacts, population projections, resource constraints, and water resource and project development options
- Statistical analysis and water use permitting database assistance for the completion of the annual estimated water use report
- Program feasibility/cost-effectiveness analysis: develop economic feasibility/cost-effectiveness analyses of regulatory and non-regulatory programs of the District

- Regional economic impact analysis: develop analyses of the economic impact of District regulatory and non-regulatory programs on particular geographic area(s), industries, or economic sectors
- Statistical modeling: develop and/or test and correct statistical models including, but not limited to, models of sectoral water demand or the impact of various regulatory and non-regulatory programs on water demand
- Preparation of Statements of Estimated Regulatory Costs (SERCs): develop or assist in the development of SERCs for all rule revisions, which is governed by section 120.541, Florida Statutes. Expert witness services may be required to support the findings of a SERC
- Environmental permitting support (federal, state, and local agencies)
- Engineering economics studies
- Planning program development and budgeting; expert witness and independent peer review
- Public notification, public meetings, and presentations to Governing Board
- Project management and quality assurance/control

E. Reserved.

F. Surveying and Mapping. The services performed pursuant to this Chapter include professional surveying and mapping services on an as needed when needed basis to assist in the accomplishment of the District's mission. The District may utilize these services separately or collectively. As defined in chapter 472 Florida Statutes, surveying and mapping services must be performed under the direction of a professional surveyor and mapper (PSM) registered with the state of Florida and qualified in the specific field. The services primarily pertain to work managed by the [Operations, Land and Resources Monitoring Division](#) and the [Resource Management Division](#).

Types of Chapter Tasks:

- Right-of-way surveys that include the establishment of boundaries, monumentation of right-of-way lines, and locating encroachments, and providing final right-of-way maps
- Horizontal and vertical geodetic control surveys; canal and levee cross sections and profiles
- Boundary surveys including extensive retracement of original sectionalized land systems boundaries
- Mean high water line survey
- Ordinary highwater survey
- Topographic surveys
- Specific purpose surveys
- Hydrographic surveys
- Construction layout surveys, records or as-built surveys and quantity surveys
- General surveying (peer review, preparation of legal descriptions, expert witness services and surveyor's report)
- Professional surveying and mapping review services
- Planning program development and scope development
- Presentations to Governing Board
- Project management and quality assurance/control

G. Geospatial Mapping and Data Services. The services performed pursuant to this Chapter include all aspects of geospatial data collections, including those that may or may not require Accuracy Certification and/or licensure under Chapter 472, Florida Statutes relevant to photogrammetry, remote sensing, and GIS. Non-licensed and/or non-certified services may include GIS related mapping, database construction and quality assurance. They primarily pertain to work managed by the [Operations, Land and Resources Monitoring Division](#), the [Resource Management Division](#), and the [Regulatory Division](#).

The professional services for this Chapter will be performed in accordance with the following guidance documents.

- RFQu 23-4106 SWFWMD_Lidar_Specifications_v5.2

- <https://watermatters.sharefile.com/d-s802fe42383004e1ab41095e8f1a88cdb>
- RFQu 23-4106 SWFWMD_FullMotionVideo_Specifications_1.2
<https://watermatters.sharefile.com/d-sd14e7934aab24222a374ed73a811eb98>
- RFQu 23-4106 Lidar_Surveying_and_Mapping_Report_Guidelines
<https://watermatters.sharefile.com/d-s62dfa7c9cc224c11b8af78dee4e9ff7b>
- RFQu 23-4106 SWFWMD_Orthophoto_Specifications_v5.2
<https://watermatters.sharefile.com/d-s44c6f8bdd39f493faf548c27b5841982>
- RFQu 23-4106 Seagrass_Imagery_Specifications_v2.13
<https://watermatters.sharefile.com/d-s70615b50c8844062a53d3186440abcac>

Types of Chapter Tasks:

- Digital orthophotography including multi-spectral, hyper-spectral and panchromatic imagery
- Oblique imagery
- Topographic mapping using light ranging (LiDAR, PhoDAR, LEDDAR, etc.)
- Topobathymetric
- Seagrass mapping
- Land use/land cover mapping
- Flood mapping
- Impervious surface mapping
- Cadastral mapping
- Emergency response imagery
- Expert witness and independent peer review
- Unmanned boats
- Project management and quality assurance/control

H. District's Watershed Management Program: Watershed Evaluation, Modeling, and Planning. The services pursuant to this Chapter are to perform elements of the District's Watershed Management Program (WMP) for selected watersheds and to perform peer review of the WMP elements. The WMP includes five major elements: digital topographic information; watershed evaluation; Watershed Management Plan; implementation of Best Management Practices; and maintenance of watershed parameters and models. The WMP provides the methodology to evaluate the capacity of a watershed to protect, enhance, and restore water quality and natural systems, while achieving flood protection. The program measures the effectiveness of the recommended strategies and goals to reach the desired watershed condition through assisted decision-making using data analysis, modeling, project, and evaluation.

The professional services for this Chapter will be performed in accordance with standard engineering practice, and the following guidance documents, which can be found using the links below:

- Comment_GDB_Templates_20220920
<https://watermatters.sharefile.com/d-s7e393f0d13264cbaae1dd665d8042998>
- DirectoryStructureTemplate_20210831
<https://watermatters.sharefile.com/d-s61d152b24fb344719ee9224329453ee6>
- Disclaimer_Final_Results.pdf
<https://watermatters.sharefile.com/d-s968c54bb44944c33b17448698940c77f>
- Disclaimer_Preliminary_Results.pdf
<https://watermatters.sharefile.com/d-sdfdc218cad3f437bfcdc93aa0ae06986>
- Final_WMP_Guidelines_and_Specs_20200902
<https://watermatters.sharefile.com/d-s59372ca72b9540fd97801e9609906bbf>
- GES_H_SOWs_Effective_August2014
<https://watermatters.sharefile.com/d-s2bcd7f49958c479b912b079273d94b98>
- SWFWMD_CFI_SIFP_BCA_Template
<https://watermatters.sharefile.com/d-s2f0add99bc9b4ce8978654cb5f97b243>
- SWFWMD_WMP_Submittal_Checklist
<https://watermatters.sharefile.com/d-s3bc20c2121b94ee4a7c7761850d41889>
- Sample_Reports

The Chapter Task, engineering economic studies, includes the estimation of the cost effectiveness of a project. Examples of this type of work can be found in the FY2023 CFI Preliminary Evaluation links below:

- FY2023 CFI Preliminary Evaluations Heartland Region
<https://watermatters.sharefile.com/d-s426ce82a78704ac7b21bde005509590d>
- FY2023 CFI Preliminary Evaluations Northern Region
<https://watermatters.sharefile.com/d-s5978e860a419477184a41d5b10adce50>
- FY2023 CFI Preliminary Evaluations Southern Region
<https://watermatters.sharefile.com/d-sfcc1332f710c47eb90a73e58742c65e4>
- FY2023 CFI Preliminary Evaluations Tampa Bay Region
<https://watermatters.sharefile.com/d-scb7ebf56757f4ad7a64c23e8b95f4ea7>

Types of Chapter Tasks:

- Watershed Evaluation - A systematic acquisition of generic watershed features and their assessment to gain an understanding of the complexity of a watershed. It consists of tasks related to the creation of a GIS database and associated analyses for developing information about watershed features. The watershed evaluation will include, but is not limited to the following:
 - Assembly of existing topographic and watershed feature data
 - Initial GIS evaluation of topographic and watershed feature data and processing of generic features to provide initial catchments and surface connectivity
 - Evaluation of the topographic data, identification of issues such as missing data and the incorporation of data from various sources, including but not limited to Environmental Resource Permit (ERP) as built drawings
 - Engineering economics studies
 - Public notification of property owners to solicit historical information and request their involvement in the project
 - Pre-field reconnaissance evaluation and field acquisition approach and methods development
 - Field reconnaissance and acquisition
 - Topographic data refinement
 - Processing to develop final generic catchments and connectivity presented in a geodatabase
 - Set-up preliminary model features
 - Surface water resource assessment analysis approach
 - Project management and quality assurance/control for the watershed evaluation
 - Final approved deliverables for the watershed evaluation
- Watershed Management Plan - Development of a Watershed Management Plan consists of several tasks related to the management of surface water resources. The Watershed Management Plan will include, but is not limited to the following:
 - Watershed model parameterization
 - Floodplain analysis
 - Peer review
 - Engineering economics studies
 - Public notification and public meetings
 - Presentation to peer or Governing Board
 - Level of service determination
 - Surface water resource assessment (water quality only)
 - Best management practices (BMP) alternative analysis
 - Conceptual Environmental Resource Permit (ERP) application(s) for selected BMP(s)
 - Benefit cost analysis
 - Project management and quality assurance/control for Watershed Management Plans
 - Final approved deliverables for the Watershed Management Plan

- Coastal resiliency
- Sea level rise
- Implementation of Best Management Practices – A plan for the implementation of BMPs includes stormwater management infrastructure improvements to specific improvement areas, and consists of design, development of construction documents, construction permitting, land acquisition, bidding and contractor selection, construction, construction engineering, inspection, and management of BMPs in each improvement area. The implementation of BMPs will include, but is not limited to the following:
 - Cost estimating services
- Maintenance of Watershed Parameters and Models – This consists of updating of the watershed parameters used in the existing watershed models and Watershed Management Plans.
- Peer Review – Conduct peer review of watershed evaluations, Watershed Management Plans, BMP implementation plans, and Watershed Management Plan updates.
- Outreach – Plan, coordinate, and implement open house, workshops, and meeting for various types of stakeholders.
- Specific Surface Water Modeling and GIS Software Expertise
 - ICPR
 - ICPR (2D modeling)
 - HEC-RAS
 - SWMM 5
 - Hillsborough County SWMM 4 XPSWMM
 - ArcGIS desktop
 - ArcGIS extensions and tools (e.g., Spatial Analyst, 3D Analyst, Arc Hydro, etc.)

3.3 PERFORMANCE SCHEDULE. A performance schedule will be negotiated for each TWA in accordance with District requirements.

3.4 CONSULTANT PERFORMANCE EVALUATION. Throughout the term of each TWA, the District's TWA project manager will perform periodic performance reviews which will be documented and shared with the Qualified Respondent. The District will maintain a history of project performance for each Qualified Respondent which will become an important factor in the consideration of issuing future TWAs.

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS. See Attachment 2 – Sample Agreements, Section 12.

PART V - EVALUATION PROCEDURES

5.1 REVIEW OF RESPONSES. Timely submitted responsive responses will be evaluated by an Evaluation Committee consisting of four or more representatives of the District. The District representatives serving on an Evaluation Committee may vary for each Chapter. Each representative will score each response using the criteria described in Section 5.2 EVALUATION METHOD AND CRITERIA below.

Each Evaluation Committee will meet at a public meeting to finalize the preliminary rankings of the responses for each Chapter. Individual Evaluation Committee members raw scores will be ranked with the top ranked Respondent receiving a rank of one. The individual Evaluation Committee members rankings will be totaled. The preliminary rankings of the Respondents for each Chapter will be developed from the lowest totals of the individual rankings. In the event of a tie, the raw scores of the tied Respondents will be totaled and the rankings will be determined based upon the highest cumulative raw score for each Respondent.

5.2 EVALUATION METHOD AND CRITERIA. Responses shall be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.

CATEGORY**POINT RANGE****Unit 1 0 - 30****Respondent Commitment 0 - 5**

Commitment of staff and resources/Willingness to meet time requirements

Considerations for this category include, but are not limited to, the following document:

- Letter of Transmittal and Commitment

Respondent Overview and Organizational Profile..... 0 - 12

Respondent's demonstration of its ability to furnish the required professional services/Resumes and licenses demonstrate relevant experience for Key Personnel with similar services/Respondent's demonstration of understanding the District's needs.

Considerations for this category include, but are not limited to, the following documents:

- Respondent Organizational Chart
- Key Personnel Matrix
- Respondent Overview
- Key Personnel Resumes and Licenses
- Letter of Transmittal and Commitment

Respondent Technical and Management Approach 0 - 10

Respondent's demonstration of understanding the District's goals and objectives/ Respondent's demonstration of its approach to providing the required services/Respondent's demonstration of how projects and Sub-Respondents will be managed/Respondent's demonstration of quality control and quality assurance, procedures, and communication and implementation.

Considerations for this category include, but are not limited to, the following documents:

- Firm Organizational Chart
- Key Personnel Matrix
- Firm Overview
- Firm Technical and Management Approach

Volume of Work 0 - 3

Volume of work previously awarded directly by the District to the Respondent, any firms identified in the Respondent History section, and any Sub-Respondents in the three years prior to the posting of this RFQu.

<u>Points</u>	<u>Dollar Volume</u>
3	0 - 200,000
2	200,001 - 400,000
1	400,001 - 600,000
0	600,001+

Considerations for this category include, but are not limited to, the following document:

- Firm History

Unit 2 0 - 70**Team Member Qualifications 0 - 30**

Clear description of the Chapter Tasks to be performed by the Team Members/Respondent's demonstration of the Team Members' abilities to furnish the required Chapter Tasks/Resumes demonstrate the relevant education, training, and experience of the Team Members with similar Chapter Tasks

Considerations for this category include, but are not limited to, the following documents:

- Team Member Matrix
- Team Member Overview
- Chapter Organizational Chart
- Team Member Resumes and Licenses

Chapter Team Qualifications 0 - 30

Past project examples demonstrate the qualifications of the Team Members/Chapter project examples include services performed within the scope of the Chapter Tasks/Team Members' roles are detailed/Chapter project examples have been completed within the past three years/Chapter project examples contain the original and final project costs/Chapter project examples contain the start and end date of services/Three positive letters of references

Considerations for this category include, but are not limited to, the following documents:

- Past Project Examples
- Past Project References

Chapter Technical and Management Approach.....0 - 10

Respondent's demonstration of understanding the District's goals relative to services required/Respondent's demonstration of experience with similar types of services/Respondent's demonstration of the project management approach proposed.

Considerations for this category include, but are not limited to, the following documents:

- Chapter Organizational Chart
- Team Member Matrix
- Past Project Examples
- Respondent Technical and Management Approach
- Team Member Resumes and Licenses

5.3 FINAL SELECTION. The Respondents with the highest preliminary ranked responses for each Chapter as determined by the Evaluation Committees will be required to participate in oral presentations with the Evaluation Committee. The Evaluation Committee for each Chapter will determine the number of Respondents required for each Chapter's oral presentations and may vary depending upon the responses received and the District's anticipated workload. The initial preliminary rankings of Respondents in each Chapter are subject to change based upon the oral presentations and final evaluation by the Evaluation Committee for each Chapter. The Evaluation Committee members for each Chapter will finalize their evaluations in accordance with the criteria set forth in Section 5.2 EVALUATION METHOD AND CRITERIA, at a public meeting and will determine the number of Respondents for each Chapter with whom the District will commence negotiations.

The District anticipates qualifying and negotiating fee schedules with a minimum of three Respondents per Chapter. In accordance with Section 1.16 NOTICE OF INTENDED DECISION, the District will post the Notices of Intended Decision listing the Respondents with whom the District will commence negotiations for each Chapter. After the District's decision becomes final, the District will commence negotiations with the shortlisted firms.

If the District is unable to negotiate a satisfactory agreement with any one of the selected Respondents at a fee schedule the District determines to be fair, competitive and reasonable for the scope and complexity of the types of professional services required under this RFQu, negotiations with that Respondent will be terminated and the District will undertake negotiations with the next highest ranked Respondent in the same Chapter. This process will continue for each Chapter until negotiations have concluded with each selected Respondent. Respondents qualified through this RFQu will remain qualified for the term of their agreements, contingent on the retention, or approved replacements of, Key Personnel and Team Members identified in their responses and upon satisfactory Consultant Performance Evaluations.

ATTACHMENT 1 CHAPTER CHECKLIST

Respondent must specify which Chapter Tasks under each Chapter it is qualified to perform by checking the appropriate boxes in Chapters A through H below:

Respondent Name: _____

A. Minimum Flows and Levels (MFLs).

- ☐ Physical and Geophysical Data Collection and Monitoring
 - ☐ Stage and flow/discharge measurement
 - ☐ Water quality data collection and monitoring (e.g., temperature, conductance, total dissolved solids (TDS), chlorides)
 - ☐ Survey data collection and monitoring (e.g., bathymetric, shoreline, floodplain, and instream data; elevations of anthropogenic features adjacent to water bodies, such as culverts, water control structures, floor slabs and roads)
 - ☐ LiDAR data collection and processing (for digital elevation modeling)
 - ☐ Soils data collection and monitoring (e.g., soils sampling and description/classification)
 - ☐ Sediment thickness sampling, coring, and description
 - ☐ Soil/sediment hydraulic parameters measurement and characterization
 - ☐ Geophysical data collection (e.g., ground-penetrating radar)
- ☐ Ecological Data Collection and Monitoring
 - ☐ Plankton/nekton surveys and monitoring
 - ☐ Oyster surveys and monitoring
 - ☐ Other benthos surveys and monitoring
 - ☐ Fish surveys and monitoring
 - ☐ Other wildlife surveys and monitoring
 - ☐ Vegetation surveys and monitoring
 - ☐ Wetlands surveys and monitoring
 - ☐ Submerged (submersed) aquatic vegetation surveys and monitoring
 - ☐ Algae/microbe surveys and monitoring woody habitat data collection
 - ☐ Ecologic health assessments
 - ☐ Environmental values assessments
- ☐ Data Analysis and Management
 - ☐ Water quality data analysis
 - ☐ Biological data analysis
 - ☐ Hydrologic data analysis
 - ☐ Statistical analysis and modeling
 - ☐ Time series data analysis
 - ☐ Data classification (e.g., machine learning)
 - ☐ Geostatistical analysis and modeling
 - ☐ Geospatial data analysis
 - ☐ Database design and development
- ☐ Supporting Studies
 - ☐ Literature reviews
 - ☐ MFLs methods development
 - ☐ Recovery/prevention strategy development and implementation
 - ☐ Technical advisory consultation/independent scientific peer review
 - ☐ Site assessments and histories development
 - ☐ Environmental values assessments
- ☐ Model Development (specific to Minimum Flows and Levels work)
 - ☐ Instream habitat modeling
 - ☐ Habitat suitability modeling
 - ☐ Hydrodynamic modeling

- ☐ Hydraulic modeling
- ☐ Geochemical modeling
- ☐ Saltwater intrusion modeling – solute transport modeling
- ☐ Groundwater modeling
- ☐ Surface Water modeling
- ☐ Integrated surface/groundwater modeling
- ☐ Water quality modeling

B. Construction Inspection, Infrastructure Assessment and Emergency Management Support.

- ☐ Inspection and infrastructure condition assessment
 - ☐ Water control structure condition assessment
 - ☐ Pump stations
 - ☐ Dam/levees (including underwater inspections)
 - ☐ Spillways
 - ☐ Reservoirs
 - ☐ Bridges
 - ☐ Determination of engineer's estimate of probably costs, Class 1 through 5
- ☐ Construction Engineering Inspection
- ☐ (FEMA) Emergency response support (i.e., providing site inspections of damage and/or debris removal monitoring, designing emergency repairs, assisting with federal reimbursement process, etc.); preparation of debris management plans
- ☐ Emergency Action Plan (EAP) and dam failure flood boundary mapping assessment (i.e., flood inundation) and development (using FEMA's "Federal Guidelines for Dam Safety" series)
- ☐ Development of EAP exercises which include all involved cooperators
- ☐ Assist in the public assistance/FEMA reimbursement program and public involvement support
 - ☐ Landscape architecture
 - ☐ Environmental permitting support (federal, state, and local agencies)
 - ☐ Engineering economics studies
 - ☐ Planning program development and budgeting
 - ☐ Expert witness and independent peer review
 - ☐ Public notification, public meetings, and presentations to the Governing Board
 - ☐ Project management and quality assurance/control

C. Design, Permitting, and Construction Inspection of Natural and Water Conveyance Systems.

- ☐ Site civil engineering planning, design, and review
- ☐ Water control structure and spillway planning and design
- ☐ Levee and reservoir planning and design
- ☐ Planning and design for canal dredging, widening and bank stabilization
- ☐ Surface water management system design
- ☐ Pump station design
- ☐ Design of electrical services, generators, switchgear, and motor control centers at structures and facilities
- ☐ Design of telemetry and communication equipment for monitoring and control at water control sites
- ☐ Planning and design of stormwater treatment areas associated with natural systems
- ☐ Evaluation of innovative/alternative stormwater treatment technologies
- ☐ Operation and maintenance plan preparation
- ☐ Planning and design of habitat restoration and stormwater retrofit projects (wetlands restoration/mitigation, and reduction of pollutant loads into receiving water bodies)
- ☐ Construction administration services, inspection, and certification
- ☐ Environmental permitting support (federal, state, and local agencies)
- ☐ Engineering economics studies, including feasibility studies
- ☐ Planning program development and budgeting
- ☐ Expert witness and independent peer review
- ☐ Public notification, public meetings, and presentations to the Governing Board
- ☐ Project management and quality assurance/control

D. Environmental Monitoring and Assessments of Natural Systems.

- ☐ Environmental monitoring and assessments
 - ☐ Groundwater (levels and quality)
 - ☐ Surface water (levels, discharge, and quality)
 - ☐ Hydrogeologic characterizations (geophysical logging, aquifer testing, formation interpretation)
 - ☐ Monitoring network design evaluations
 - ☐ Statistical modeling to support data management and analysis
 - ☐ Coding support (e.g., SAS and R) for data management analysis
 - ☐ Laboratory analysis (water and sediment)
- ☐ Biological monitoring and assessments
 - ☐ Fish and aquatic invertebrate (nekton/plankton/benthos, avian, herpetofauna and mammal surveys and assessments)
 - ☐ Phytoplankton and periphyton surveys and assessments
 - ☐ Habitat mapping, modeling, and assessments
 - ☐ Specific species surveys and assessments
 - ☐ Jurisdictional delineations for wetlands and other waters
 - ☐ Submerged, emergent, wetland and riparian vegetation surveys and assessments
- ☐ Soils assessment
- ☐ Cultural resource assessments
- ☐ Assessment of ecosystem responses to hydrologic and nutrient inputs using empirical data and mechanistic modeling
- ☐ Assessment of surface water systems to rainfall
- ☐ Development of effective water quality monitoring plans
- ☐ Regional water supply planning
- ☐ Model farm economic analysis
- ☐ Univariate and multivariate statistical analysis and modeling
- ☐ Assist in the technical editing and development of the statutorily required Regional Water Supply Plan (RWSP) including hydrogeology, water use and impacts, population projections, resource constraints, and water resource and project development options
- ☐ Statistical analysis and water use permitting database assistance for the completion of the annual estimated water use report
- ☐ Program feasibility/cost-effectiveness analysis: develop economic feasibility/cost-effectiveness analyses of regulatory and non-regulatory programs of the District
- ☐ Regional economic impact analysis: develop analyses of the economic impact of District regulatory and non-regulatory programs on particular geographic area(s), industries, or economic sectors
- ☐ Statistical modeling: develop and/or test and correct statistical models including, but not limited to, models of sectoral water demand or the impact of various regulatory and non-regulatory programs on water demand
- ☐ Preparation of Statements of Estimated Regulatory Costs (SERCs): develop or assist in the development of SERCs for all rule revisions, which is governed by section 120.541, Florida Statutes. Expert witness services may be required to support the findings of a SERC
- ☐ Environmental permitting support (federal, state, and local agencies)
- ☐ Engineering economics studies
- ☐ Planning program development and budgeting; expert witness and independent peer review
- ☐ Public notification, public meetings, and presentations to Governing Board
- ☐ Project management and quality assurance/control

E. Reserved.

F. Surveying and Mapping.

- ☐ Right-of-way surveys that include the establishment of boundaries, monumentation of right-of-way lines, and locating encroachments, and providing final right-of-way maps
- ☐ Horizontal and vertical geodetic control surveys; canal and levee cross sections and profiles

- ☐ Boundary surveys including extensive retracement of original sectionalized land systems boundaries
- ☐ Mean high water line survey
- ☐ Ordinary high-water survey
- ☐ Topographic surveys
- ☐ Specific purpose surveys
- ☐ Hydrographic surveys
- ☐ Construction layout surveys, records or as-built surveys and quantity surveys
- ☐ General surveying (peer review, preparation of legal descriptions, expert witness services and surveyor's report)
- ☐ Professional surveying and mapping review services
- ☐ Planning program development and scope development
- ☐ Presentations to Governing Board
- ☐ Project management and quality assurance/control

G. Geospatial Mapping and Data Services.

- ☐ Digital orthophotography including multi-spectral, hyper-spectral and panchromatic imagery
- ☐ Oblique imagery
- ☐ Topographic mapping using light ranging (LiDAR, PhoDAR, LEDDAR, etc.)
- ☐ Topobathymetric
- ☐ Seagrass mapping
- ☐ Land use/land cover mapping
- ☐ Flood mapping
- ☐ Impervious surface mapping
- ☐ Cadastral mapping
- ☐ Emergency response imagery
- ☐ Expert witness and independent peer review
- ☐ Unmanned boats
- ☐ Project management and quality assurance/control

H. District's Watershed Management Program: Watershed Evaluation, Modeling, and Planning.

- ☐ Watershed Evaluation - A systematic acquisition of generic watershed features and their assessment to gain an understanding of the complexity of a watershed. It consists of tasks related to the creation of a GIS database and associated analyses for developing information about watershed features. The watershed evaluation will include, but is not limited to the following:
 - ☐ Assembly of existing topographic and watershed feature data
 - ☐ Initial GIS evaluation of topographic and watershed feature data and processing of generic features to provide initial catchments and surface connectivity
 - ☐ Evaluation of the topographic data, identification of issues such as missing data and the incorporation of data from various sources, including but not limited to Environmental Resource Permit (ERP) as built drawings
 - ☐ Engineering economics studies
 - ☐ Public notification of property owners to solicit historical information and request their involvement in the project
 - ☐ Pre-field reconnaissance evaluation and field acquisition approach and methods development
 - ☐ Field reconnaissance and acquisition
 - ☐ Topographic data refinement
 - ☐ Processing to develop final generic catchments and connectivity presented in a geodatabase
 - ☐ Set-up preliminary model features
 - ☐ Surface water resource assessment analysis approach
 - ☐ Project management and quality assurance/control for the watershed evaluation
 - ☐ Final approved deliverables for the watershed evaluation
- ☐ Watershed Management Plan - Development of a Watershed Management Plan consists of several tasks related to the management of surface water resources. The Watershed Management Plan will include, but is not limited to the following:

- ☐ Watershed model parameterization
- ☐ Floodplain analysis
- ☐ Peer review
- ☐ Engineering economics studies
- ☐ Public notification and public meetings
- ☐ Presentation to peer or Governing Board
- ☐ Level of service determination
- ☐ Surface water resource assessment (water quality only)
- ☐ Best management practices (BMP) alternative analysis
- ☐ Conceptual Environmental Resource Permit (ERP) application(s) for selected BMP(s)
- ☐ Benefit cost analysis
- ☐ Project management and quality assurance/control for Watershed Management Plans
- ☐ Final approved deliverables for the Watershed Management Plan
- ☐ Coastal resiliency
- ☐ Sea level rise
- ☐ Implementation of Best Management Practices – A plan for the implementation of BMPs includes stormwater management infrastructure improvements to specific improvement areas, and consists of design, development of construction documents, construction permitting, land acquisition, bidding and contractor selection, construction, construction engineering, inspection, and management of BMPs in each improvement area. The implementation of BMPs will include, but is not limited to the following:
 - ☐ Cost estimating services
- ☐ Maintenance of Watershed Parameters and Models – This consists of updating of the watershed parameters used in the existing watershed models and Watershed Management Plans.
- ☐ Peer Review – Conduct peer review of watershed evaluations, Watershed Management Plans, BMP implementation plans, and Watershed Management Plan updates.
- ☐ Outreach – Plan, coordinate, and implement open house, workshops, and meeting for various types of stakeholders.
- ☐ Specific Surface Water Modeling and GIS Software Expertise
 - ☐ ICPR
 - ☐ ICPR (2D modeling)
 - ☐ HEC-RAS
 - ☐ SWMM 5
 - ☐ Hillsborough County SWMM 4 XPSWMM
 - ☐ ArcGIS desktop
 - ☐ ArcGIS extensions and tools (e.g., Spatial Analyst, 3D Analyst, Arc Hydro, etc.)

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**ATTACHMENT 2
SAMPLE AGREEMENT**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CONSULTANT
FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the state of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and _____, a private, for-profit corporation, of the state of Florida, whose principal address is _____, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide as-needed professional services which may include but are not limited to, _____ as more particularly described in the DISTRICT'S Request for Qualifications (RFQu) 23-4106, General Engineering and Professional Services, under Chapter(s) __, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT has selected the CONSULTANT in accordance with the DISTRICT'S procurement policy and provisions of the Florida Consultants' Competitive Negotiation Act; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, equipment, software, expertise, and resources and agrees to provide the desired professional services to the DISTRICT.

NOW THEREFORE, the DISTRICT and the CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **INDEPENDENT CONSULTANT.** Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, subcontractors, or agents, except as set forth in this Agreement, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or the CONSULTANT'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONSULTANT is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONSULTANT'S obligations to the DISTRICT are solely as prescribed by this Agreement.
2. **PROJECT MANAGER AND NOTICES.** Each party hereby designates the individual set forth below as its respective project manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices shall be sent to the attention of each party's project manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt. The delivery method for reports will be specified in the Task Work Assignment (TWA) issued for work under this Agreement.

Project Manager for the DISTRICT: _____

Project Manager for the CONSULTANT: _____

The DISTRICT and the CONSULTANT may assign another individual to serve as the project manager for a TWA. Any new assignments or changes to the project managers or addresses as set forth above must be provided to the other party in writing.

- 2.1 The DISTRICT'S project manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in a TWA. Such approval must be in writing, explain the reason for the extension and be signed by the project manager and his or her bureau chief, or director if the bureau chief is the project manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S project manager is not authorized to approve any time extension which shall result in an increased cost to the DISTRICT or exceed the expiration date of this Agreement.
- 2.2 The DISTRICT'S project manager is authorized to adjust a line-item amount of the Project Budget set forth in a TWA. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority.
3. TASK WORK ASSIGNMENTS AND SCOPES OF WORK. The professional services that may be required under this Agreement, on an as-needed basis, are described in Exhibit "A," Nature of Services Required. At the time each service requirement is identified, the DISTRICT shall provide the CONSULTANT with a proposed Scope of Work and general PROJECT schedule describing the professional services the DISTRICT requires the CONSULTANT to perform. Upon receipt of said Scope of Work, the CONSULTANT shall provide the DISTRICT with a proposal that includes a detailed Scope of Work to be performed, including deliverables, a detailed level of effort, and a PROJECT and staffing schedule that conforms to the DISTRICT'S specific PROJECT and schedule requirements. A firm fixed price will be negotiated based on the Fee Schedule (hourly labor rates and unit pricing) set forth in Exhibit "B" of this Agreement. Depending on the nature of the PROJECT some TWAs may be billable on a time and materials basis with a not-to-exceed amount subject to completion of designated milestones and documentation of hours expended. Final payment in all cases will be subject to successful completion of the TWA and the DISTRICT'S acceptance of deliverables and project milestones in accordance with the terms of this Agreement and the TWA.
 - 3.1 Upon written approval of the Scope of Work, cost, deliverables, and performance schedule, a TWA will be issued to the CONSULTANT. A TWA must be approved in writing by the project manager, his or her manager and bureau chief and all other DISTRICT staff required in accordance with the DISTRICT'S Signature Authority. The CONSULTANT shall commence work on a TWA upon receipt of a Notice to Proceed and shall satisfactorily complete all work in accordance with the performance schedule. Any TWA modification must be approved in writing by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority and the CONSULTANT prior to being performed by the CONSULTANT.
 - 3.2 The parties agree that time is of the essence in the performance of each TWA.
 - 3.3 TWAs issued under Chapters A through G of RFQu 23-4106 are limited to projects in which the estimated construction cost of each individual project does not exceed \$2 million and for a study activity if the fee for professional services for each individual study does not exceed \$500,000. TWAs issued under Chapter H of RFQu 23-4106 to implement the District's Watershed Management Program are not subject to the monetary caps provided herein.
 - 3.4 The DISTRICT and the CONSULTANT hereby recognize the specialized expertise of the CONSULTANT'S Key Personnel and Team Members listed in the CONSULTANT'S response to

RFQu 23-4106 as part of the PROJECT team. Both parties further agree that replacement of Key Personnel or Team Members must be with equal or more qualified persons and must be approved in writing by the DISTRICT project manager before a new member works on a DISTRICT PROJECT.

3.5 In addition to the work set forth in individual TWAs, the CONSULTANT shall perform the following:

3.5.1 The CONSULTANT shall secure at its own expense, all personnel, facilities, and equipment required to perform the work necessary to complete each TWA. At the DISTRICT'S discretion, on a case-by-case basis, work associated with TWAs may be performed at DISTRICT offices. In these cases, the CONSULTANT will be provided with space and equipment (computer, software, etc.) at a DISTRICT office and the price negotiated for the TWA will be based on the Fee Schedule set forth in Exhibit "B" of this Agreement.

3.5.2 The CONSULTANT shall maintain adequate and competent staff licensed and operating within the state of Florida.

3.5.3 The CONSULTANT shall secure all licenses and permits required by law for the completion of assigned TWAs and shall be in compliance with all federal, state, and local law, statutes, rules, regulations, ordinances, orders, and decisions in effect at the time of the execution of this Agreement and during the time of performance of each TWA.

3.5.4 The CONSULTANT shall at all times, keep the DISTRICT advised as to the status of each TWA including but not limited to the progress on individual tasks within the Scope of Work. The DISTRICT and its authorized representatives shall have the right to visit any work site and the office of the CONSULTANT at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under this Agreement shall be maintained by the CONSULTANT and made available to the DISTRICT at all times during the term of this Agreement and for five years thereafter. In addition to the documents and reports set forth in the TWAs, the CONSULTANT shall deliver to the DISTRICT, at cost, copies of such documents or reports the DISTRICT may request from time to time.

3.5.5 The CONSULTANT shall cooperate with other engineers, consultants, construction contractors and suppliers retained by the DISTRICT as needed.

3.5.6 If applicable, any list of items required to render complete, satisfactory, and acceptable the construction work provided to the DISTRICT for a TWA must be completed pursuant to section 218.735, Florida Statutes.

4. COMPENSATION. The DISTRICT agrees to pay the CONSULTANT for work performed under a TWA in accordance with the Fee Schedule attached as Exhibit "B" and the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes, upon receipt of a proper invoice, as defined in Subparagraph 4.2 of this Agreement and applicable TWA. Invoices shall be submitted by the CONSULTANT to the DISTRICT electronically at invoices@watermatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The CONSULTANT agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the CONSULTANT electronically. The forms may be obtained by emailing VendorRegistration@watermatters.org. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-261-6932.

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) the CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) the CONSULTANT'S invoice number and date of invoice; (3) DISTRICT TWA number; (4) Dates of service; (5) the CONSULTANT'S project manager; (6) the DISTRICT'S project manager; (7) Progress Report with the CONSULTANT project manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the TWA (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the TWA). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 22). Invoices that do not conform with this provision and any contained in a TWA that further defines a proper invoice, will not be considered a proper invoice.
- 4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT shall, within ten days after the improper invoice is received, notify the CONSULTANT in writing that the payment invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. Prior to providing this notice, the DISTRICT'S project manager must consult with and obtain concurrence from his or her Bureau Chief. If a corrected invoice is provided to the DISTRICT that meets the requirements of this Agreement, the corrected invoice will be paid within forty-five days after the date the corrected invoice is received by the DISTRICT.
- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, the CONSULTANT shall fully perform the PROJECT work in accordance with the DISTRICT'S written instructions and may claim additional compensation. The CONSULTANT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the DISTRICT'S project manager no later than ten days after the precipitating event. Disputes shall be resolved in accordance with the DISTRICT'S dispute resolution procedure. No PROJECT work shall be delayed or postponed pending resolution of any disputes or disagreements. This Paragraph shall survive the expiration or termination of this Agreement.
- 4.5 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with section 112.061, Florida Statutes, and the DISTRICT'S Travel Procedure attached as Exhibit "F," as both may be amended from time to time.
- 4.6 By October 5th of each year of this Agreement, the CONSULTANT must provide the following documentation to the DISTRICT for all work performed through September 30th: i) invoices for completed, accepted and billable tasks, and ii) an estimate of the dollar value of work performed, but not yet billable.
- 4.7 Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its project manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under TWA number _____ in accordance with the
- Professional Consulting Services agreement between the Southwest Florida Water Management District and _____, are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

- 4.8 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due the CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONSULTANT or its affiliates to the DISTRICT against any payments due the CONSULTANT under any agreement with the DISTRICT. This Paragraph shall survive the expiration or termination of this Agreement.
- 4.9 Ancillary services that are not subject to the Consultants' Competitive Negotiation Act (CCNA) under section 287.055, Florida Statutes, and are not available from any subcontractor identified in Subparagraph 3.4 must be procured in accordance with the following standards:
- 4.9.1 \$0 - \$10,000 - Competitive quotations not required. Best source catalog price or written quote.
 - 4.9.2 \$10,001 - \$25,000 - Minimum of two competitive written quotations required.
 - 4.9.3 Over \$25,000 - Minimum of three competitive written quotations required.
 - 4.9.4 Sole Source - Written determination that services are only available from one source.
 - 4.9.5 Over \$35,000 for CCNA professional services will be provided by a firm qualified under RFQu 23-4106 or will be procured by the DISTRICT in accordance with the requirements of the CCNA.

The CONSULTANT may not provide professional services that exceed \$35,000 and are subject to the CCNA unless provided from a subcontractor identified in Subparagraph 3.4.

The parties recognize that the CCNA monetary threshold of \$35,000 referenced in this Subparagraph reflects the law as of the effective date of this Agreement. Any changes to the monetary thresholds in section 287.055(3), Florida Statutes shall be incorporated in this Agreement.

5. SUSPENSION OF PROJECT – EXTRA WORK.

- 5.1 The DISTRICT shall have the absolute right to terminate or suspend any TWA, or modify a TWA upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of this Agreement. Suspensions or termination of a TWA, and modifications to a TWA by the DISTRICT, shall be in writing.
- 5.2 If the CONSULTANT is of the opinion that any work the DISTRICT directs it to perform substantially increases the work of the CONSULTANT beyond the original Scope of Work for a TWA ("Extra Work"), the CONSULTANT shall within ten days of such direction, notify the DISTRICT in writing of this opinion. The DISTRICT shall within twenty days after receipt of such notification, fairly judge as to whether or not such work in fact increases the work of the CONSULTANT beyond the Scope of Work in the TWA and constitutes Extra Work. If the DISTRICT determines such service does constitute Extra Work, it shall provide extra compensation to the CONSULTANT negotiated by the DISTRICT and the CONSULTANT based upon provisions of Paragraph 4, Compensation, above.
- 5.3 In the event a TWA is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claim for additional compensation or damages owing to such suspensions, delays, or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the DISTRICT may decide, however such extension shall not operate as a waiver of any other rights of the DISTRICT. Upon resumption of the TWA, the CONSULTANT shall resume its service until the Scope of Work is completed in accordance with the TWA, and the time for completion of the work, which was suspended, shall be extended for the duration of the suspension.

- 5.4 If, in the opinion of the DISTRICT, the progress of an assigned TWA during any period is substantially less than the amount which is necessary to meet the project schedule, the DISTRICT may require the CONSULTANT to take whatever action is necessary, in the opinion of the DISTRICT, to put the TWA back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of the CONSULTANT or its agents, employees, or subcontractors.
- 5.5 In the event of claims by others against the DISTRICT in connection with the work being conducted under a TWA, the CONSULTANT shall provide to the DISTRICT such technical assistance that the DISTRICT may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of the CONSULTANT, its agents, employees, or subcontractors to comply with the terms and conditions of this Agreement, a TWA, or otherwise perform their duties under a TWA.
- 5.6 If the DISTRICT requires the CONSULTANT to assist with an audit of TWA costs, such assistance shall not be considered Extra Work.
6. CONTRACT PERIOD. This Agreement is effective upon execution by the parties and will remain in effect for five years. At the sole discretion of the DISTRICT, a TWA may be issued for work that exceeds the expiration date of this Agreement if the TWA is issued prior to the expiration date and all work associated with the TWA will be completed within two years from the expiration date. If a TWA is issued for work that exceeds the Agreement expiration date, the TWA shall be subject to the terms and conditions of this Agreement until the TWA is completed and the DISTRICT issues final payment.
7. PROJECT RECORDS AND DOCUMENTS. The CONSULTANT, upon request, shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of a TWA at no cost to the DISTRICT. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT shall maintain all such records and documents for at least three years following completion of a TWA. If a TWA identifies federal or state funding, or environmental data is collected in accordance with Subparagraph 8.7 of this Agreement the TWA records and documents must be maintained for at least five years following completion of the work.

Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, 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 by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records.

- 7.1 All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

- 7.2 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at Peggy.Meinhardt@watermatters.org, or at the following mailing address:**

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONSULTANT in writing.

- 7.3 Pursuant to section 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the DISTRICT are exempt from the inspection, examination and duplication of public records provisions of section 119.07(1), Florida Statutes, and section 24(a), Article I of the State Constitution. Information made exempt by subsection 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The CONSULTANT agrees to include the above provision in all agreements with subcontractors that are related to the CONSULTANT'S performance under this Agreement, and to which the provisions of chapter 119, Florida Statutes, also apply.

- 7.4 This Paragraph shall survive the expiration or termination of this Agreement.

8. **OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.** The CONSULTANT will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, at the DISTRICT'S discretion, two sets (three if a cooperator copy is required), electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

- 8.1 All original documents prepared by the CONSULTANT are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONSULTANT without the written permission of the DISTRICT. The CONSULTANT will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents, and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONSULTANT to the DISTRICT upon the DISTRICT'S request and/or completion of each TWA. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.
- 8.2 Copies of all technical data and working papers regarding any TWA shall be made available to the DISTRICT in accordance with Subparagraph 3.5.4.

- 8.3 All tracings, plans, specifications, maps, evaluations, reports, and technical data including working papers prepared or obtained under this Agreement, shall become property of the DISTRICT without

restriction or limitation of use, and shall be made available upon request to the DISTRICT at any reasonable time. The CONSULTANT may retain copies thereof for their files and internal use. Any use by the DISTRICT of such materials obtained under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement or use of incomplete materials obtained from the CONSULTANT by the DISTRICT shall be made at the risk of the DISTRICT and made without liability to the CONSULTANT. However, this does not constitute a disclaimer of the professional competency of the original work as used within a TWA.

- 8.4 All final plans, contract documents and/or such other documents that are required by Florida law to be endorsed and are prepared by the CONSULTANT in connection with a TWA shall bear the certification of a person in the full employment of the CONSULTANT or duly retained by the CONSULTANT, and duly licensed and with current registration in the state of Florida in the appropriate professional category.
- 8.5 The CONSULTANT shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT in accordance with Subparagraph 3.5.4. No material prepared in connection with the PROJECT will be subject to copyright by the CONSULTANT. The DISTRICT shall have the right to publish, distribute, disclose, and otherwise use any material prepared by the CONSULTANT pursuant to TWAs. Any use of materials or patents obtained by the DISTRICT under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement shall be at the risk of the DISTRICT.
- 8.6 For a period of five years after completion of a TWA, the CONSULTANT agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement in accordance with Subparagraph 3.5.4 at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which the CONSULTANT is entitled. The CONSULTANT shall not publish, copyright, or patent any of the data furnished or developed pursuant to any TWA without first obtaining the DISTRICT'S written consent.
- 8.7 If a TWA includes the collection of water resource data, the CONSULTANT shall submit all water resource data collected under this Agreement to the DISTRICT for upload to DISTRICT databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code.
 - 8.7.1 The CONSULTANT shall submit all water resource data collected under this Agreement to the DISTRICT within six months of collection in a standardized electronic format (available from the DISTRICT). Water quality data shall be submitted in a standardized electronic format (available from the DISTRICT) in accordance with Rule 62-40.540, Florida Administrative Code and shall include the required data elements set forth in Rules 62-160.240 and 62-160.340 Florida Administrative Code.
 - 8.7.2 Monitoring or collection of water resource data includes all field and laboratory data collected at groundwater or surface water stations. Groundwater includes, but is not limited to, the monitoring or collection of lithologic/geophysical, aquifer-test, water quality, water level, or biological data from test wells, observation wells, private wells, public supply wells, monitoring wells, springs, agricultural wells, or permit compliance wells. Surface water includes, but is not limited to, the monitoring or collection of water quality, biological, water level, discharge/flow, or sediment data from lakes, streams, rivers, estuarine or offshore marine sites, canals, retention ponds or stormwater ponds.
 - 8.7.3 Water resource data also includes rainfall or other meteorological data, land survey data, elevation data, aerial imagery and other remotely sensed data, and geographic information system (GIS) mapping data. All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in chapter 472, Florida Statutes.

- 8.7.4 Laboratories generating water resource data for submission to the DISTRICT must hold certification from the Department of Health - Environmental Laboratory Certification Program as required under Rule 62-160.300 Florida Administrative Code. All field sampling organizations collecting water resource data shall follow the applicable field collection, quality control, and record-keeping requirements described in DEP-SOP-001/01 (March 1, 2014), Rule 62-160.800 Florida Administrative Code, unless specifically exempted by the DISTRICT.
- 8.7.5 The CONSULTANT shall obtain a Site Identifier (SID) from the DISTRICT'S project manager for all sites before collecting data from the sites, so that samples and readings can be correctly tagged and identified.
- 8.7.6 The CONSULTANT shall contact the appropriate DISTRICT project manager for specific monitoring protocols and requirements.
- 8.7.7 The CONSULTANT shall permit the DISTRICT, the FDEP, or any consultant operating on behalf of the DISTRICT or FDEP, to conduct periodic audits of field and laboratory procedures or records to determine if approved protocols are being followed in accordance with Rule 62-160.650 Florida Administrative Code.

8.8 The provisions of this Paragraph 8 shall survive the expiration or termination of this Agreement.

9. CONSULTANT'S ACKNOWLEDGMENTS AND REPRESENTATIONS. The CONSULTANT acknowledges and explicitly represents to the DISTRICT the following:

- 9.1 The CONSULTANT is duly authorized to conduct business in the state of Florida.
- 9.2 The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state, and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. The CONSULTANT will obtain and maintain all permits and licenses necessary for its performance under this Agreement.
- 9.3 The CONSULTANT has familiarized itself with the nature and extent of this Agreement, work expected to be performed under this Agreement, and federal, state, and local laws, statutes, rules, regulations, ordinances, order and decisions, that may affect the CONSULTANT'S performance of this Agreement.
- 9.4 The CONSULTANT has reviewed this Agreement (including its Exhibits) and all available information and data shown or indicated in this Agreement and has given the DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by the DISTRICT is acceptable to the CONSULTANT.
- 9.5 The CONSULTANT shall obtain and review all information and data which relates to assigned TWAs or which the CONSULTANT may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Work, including but not limited to, information and data indicated in this Agreement or a TWA or related to work under separate agreements, to the extent such work may interface with the CONSULTANT'S work provided pursuant to this Agreement.

10. STANDARD OF PERFORMANCE. The CONSULTANT shall perform and complete all assigned TWAs in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound

principles and practices. The DISTRICT shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

11. INDEMNIFICATION. The CONSULTANT agrees to, indemnify and hold harmless the DISTRICT and all DISTRICT officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS AGREEMENT AND ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS AGREEMENT. THIS PROVISION APPLIES TO ARCHITECTS, INTERIOR DESIGNERS, LANDSCAPE ARCHITECTS, ENGINEERS, SURVEYORS AND GEOLOGISTS, LICENSED IN THE STATE OF FLORIDA.

12. INSURANCE REQUIREMENT. The CONSULTANT must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the state of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and project manager.

- 12.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Per occurrence	\$1,000,000
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- 12.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$100,000
Bodily Injury Liability per Occurrence	\$300,000
Property Damage Liability	\$100,000
or	
Combined Single Limit	\$500,000

- 12.3 If the CONSULTANT utilizes Unmanned Aircraft Systems (UAS), the CONSULTANT must carry Aviation Liability insurance on an “occurrence” basis, including products and completed operations, property damage and bodily injury with the following minimum limits and coverage:

Per occurrence	\$1,000,000
Aggregate	\$2,000,000

Alternatively, this coverage may be provided by endorsement to a Commercial General Liability policy as follows:

Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office, including products and completed operations, property damage and bodily injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

- 12.4 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 12.5 The CONSULTANT must carry workers' compensation insurance in accordance with chapter 440, Florida Statutes, and maritime law, if applicable. If the CONSULTANT does not carry workers' compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage.
- 12.6 Professional liability (errors and omissions) insurance in a minimum amount of \$1 million.
- 12.7 The CONSULTANT must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five business days of the CONSULTANT'S notice of such cancellation or change from its insurance carrier.
- 12.8 The CONSULTANT must obtain certificates of insurance from any subcontractor otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONSULTANT'S insurance policies.
13. TERMINATION WITHOUT CAUSE. This Agreement and any TWA may be terminated by the DISTRICT without cause upon written notice to the CONSULTANT. Termination will be effective on the date provided in the notice. In the event of termination under this Paragraph, the CONSULTANT shall be entitled to compensation for all services provided to the DISTRICT up to the date of termination which are within the Scope of Work, documented in the budget specified in the TWA, and are allowed under this Agreement. If the Agreement or TWA is so terminated, the CONSULTANT must promptly deliver to the DISTRICT copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the CONSULTANT. This Paragraph shall survive the expiration or termination of this Agreement.
14. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, so long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty days after receiving the Notice of Termination, or other reasonable time specified in the notice, this Agreement shall automatically terminate. In addition, the initiation, either by the CONSULTANT or against the CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

15. RELEASE OF INFORMATION. The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S project manager and Public Affairs Bureau Chief no later than three business days prior to the interview or press release.
16. ASSIGNMENT. Except as otherwise provided in this Agreement, the CONSULTANT may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT.
17. EMPLOYMENT ELIGIBILITY VERIFICATION. In accordance with section 448.095, Florida Statutes, the CONSULTANT, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the CONSULTANT was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the CONSULTANT or its subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The CONSULTANT shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the CONSULTANT and each subcontractor performing through the CONSULTANT are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: www.dhs.gov/E-Verify.
18. GOVERNING LAW. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement, if in state court shall be in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division. This provision shall survive the termination or expiration of this Agreement.
19. REMEDIES. Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement or TWA shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONSULTANT. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This Paragraph shall survive the expiration or termination of this Agreement.
20. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This Paragraph does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes. This Paragraph shall survive the expiration or termination of this Agreement.
21. SUBCONTRACTORS. The CONSULTANT shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all subcontractors, consultants or other persons

employed by the CONSULTANT. The CONSULTANT shall cause all subcontractors, consultants or other persons employed by the CONSULTANT to abide by the terms and conditions of this Agreement and all applicable law as their work or services affect the DISTRICT. Nothing in this Agreement will be construed to create or be implied to create any relationship between the DISTRICT and any subcontractor of the CONSULTANT.

22. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONSULTANT to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Final invoice documentation submitted to the DISTRICT under a TWA must include information relating to the amount of expenditures made to disadvantaged businesses by the CONSULTANT in relation to the TWA, to the extent the CONSULTANT maintains such information.
23. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
24. CONFLICTING EMPLOYMENT. The CONSULTANT certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the DISTRICT relating to the services provided by the CONSULTANT under this Agreement. The CONSULTANT further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the DISTRICT regarding the work being performed under this Agreement. In the event the CONSULTANT is faced with an employment opportunity that appears to be a direct conflict with the work the CONSULTANT is performing under this Agreement, the CONSULTANT shall provide the DISTRICT with notice of the employment opportunity. If the DISTRICT determines that the employment would be a direct conflict with the work the CONSULTANT is performing under this Agreement, the CONSULTANT and the DISTRICT shall have the opportunity to decide whether or not the CONSULTANT will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.
25. PUBLIC ENTITY CRIMES. Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the CONSULTANT warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The CONSULTANT further agrees to notify the DISTRICT if placement on either of these lists occurs.
26. SCRUTINIZED COMPANIES. Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

27. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the DISTRICT shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. This Paragraph shall survive the expiration or termination of this Agreement.
28. TRUTH-IN-NEGOTIATIONS. The CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Agreement Fee Schedule, TWA price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement Fee Schedule or TWA price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one year following the end of this Agreement.
29. PERFORMANCE EVALUATION. It is understood and agreed to by the DISTRICT and the CONSULTANT that the DISTRICT shall perform work product evaluations during the course of a TWA and will provide a Consultant Performance Evaluation after the completion of each TWA, in accordance with Exhibit "C," Deliverable Acceptance and Performance Evaluation.
30. COMPLIANCE WITH ADDITIONAL TERMS AND CONDITIONS. The CONSULTANT recognizes that additional terms and conditions may be applicable for specific work issued under a TWA. If the CONSULTANT does not agree to the additional terms and conditions, it will not be assigned the work. If the DISTRICT receives state or federal funds for work under a proposed TWA, the DISTRICT will include any additional contract provisions necessary as a result of the funding source in the applicable TWA. Additionally, if the CONSULTANT will use an Unmanned Aircraft Vehicle (UAV) in the performance of work issued under a TWA, the CONSULTANT shall comply with all applicable federal, state, and local requirements, and other additional terms and conditions included in the TWA.
31. ENTIRE AGREEMENT. This Agreement and the exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
32. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
33. AGREEMENT DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "B", then Exhibit "E", then to the DISTRICT'S RFQu 23-4106, then to Exhibit "A", then to the CONSULTANT'S response to RFQu 23-4106, then to Exhibit "C", then to Exhibit "D".

Exhibit "A" – Nature of Services Required
Exhibit "B" – Fee Schedule
Exhibit "C" – Deliverable Acceptance and Performance Evaluation
Exhibit "D" – Federal Funded Projects
Exhibit "E" – DISTRICT Travel Procedure

DISTRICT'S RFQu 23-4106
CONSULTANT'S response to RFQu 23-4106

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Name, Title Date

CONSULTANT

By: _____
Name, Title Date
Authorized Agent for Company

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CONSULTANT
FOR
GENERAL ENGINEERING AND PROFESSIONAL SERVICES

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
CONTRACTS	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

EXHIBIT "A"
NATURE OF SERVICES REQUIRED

The professional services that may be required are described below:

CHAPTER __. _____.

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EXHIBIT "B"
FEE SCHEDULE

Billable hourly rates are furnished for all CONSULTANT and subcontractor personnel as identified in response to RFQu 23-4106. Subcontractor charges shall be included as part of the fixed price negotiated for completing a task listed in an authorized TWA. The DISTRICT shall not pay for CONSULTANT surcharges added to third party charges.

The CONSULTANT and subcontractor billable rates are subject to Attachment 2 Sample Agreement, Section 4. COMPENSATION, and Section 29. TRUTH IN NEGOTIATIONS, of this Agreement. Any changes to this Fee Schedule, including any increases to the billable rates, must be approved through a formal written amendment signed by both parties to this Agreement.

Expenditures by CONSULTANT and subcontractors for travel, telecommunications, courier services, bulk mailings, photographs, materials for map and report generation, or any other PROJECT expenditures are to be included in the Project Budget of each Fixed Price TWA.

The CONSULTANT will submit updated resumes and organizational chart prior to negotiating a TWA.

CHAPTER _ - ____

JOB CLASSIFICATION	POSITION TITLES	MINIMUM QUALIFICATIONS	BILLING RATE
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CONSULTANT NAME

JOB CLASSIFICATION

1			\$0.00
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APPROVED SUBCONTRACTORS

JOB CLASSIFICATION	POSITION TITLES	MINIMUM QUALIFICATIONS	BILLING RATE
-------------------------------	------------------------	-------------------------------	-------------------------

SUBCONTRACTOR NAME

JOB CLASSIFICATION

1			\$0.00
---	--	--	--------

Note: The above billable rates may increase by no more than 5% for the life of this Agreement as determined by the DISTRICT in its sole discretion.

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EXHIBIT "C"
DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION

- A. DELIVERABLE ACCEPTANCE DETERMINATION. PROJECT deliverables are outlined in the DISTRICT'S TWA. The DISTRICT'S TWA project manager shall evaluate the CONSULTANT'S deliverables and determine if the deliverables are acceptable. Deliverables shall only be accepted when they are in compliance with the TWA and approved by the DISTRICT'S TWA project manager. Deliverables that are not acceptable shall be returned to the CONSULTANT to address deficiencies. If an acceptable deliverable cannot be provided within an identified time frame, other action shall be taken as deemed necessary by the TWA project manager including TWA stoppage as specified in Paragraph 5, or Agreement termination as specified in Paragraphs 13 and 14 of the Agreement.
- B. TASK WORK ASSIGNMENT PERFORMANCE EVALUATION. The DISTRICT shall evaluate the CONSULTANT'S performance throughout each TWA in four performance categories: Performance Schedule, Communications, Staff Assignments and Technical Quality, and Project Management. Performance evaluation ratings of Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory shall be assigned to the CONSULTANT for each performance category at the completion of each TWA. Each invoice submission must include a TWA progress report with the CONSULTANT'S project manager's assessment of the PROJECT'S actual progress as compared to the approved performance schedule. Details must include any deficiencies and the recovery actions completed and planned.

The performance evaluations shall be furnished to the CONSULTANT. A Marginal or Unsatisfactory rating in any of the areas may result in re-evaluation of eligibility for future assignments, cancellation of the TWA and termination of this Agreement.

The performance evaluation criteria are broadly defined as follows:

1. Performance Schedules – The CONSULTANT is expected to adhere to the performance schedule negotiated in the TWA.
2. Communications – The CONSULTANT'S project manager is expected to respond in a timely manner to inquiries and requests made by the DISTRICT'S TWA project manager and is expected to set aside time for review and discussion of deliverables. The parties should engage in free and open discussion of PROJECT issues to insure expeditious resolution of such issues.
3. Staff Assignments and Technical Quality – Key Personnel and Team Members presented in the CONSULTANT'S response to the DISTRICT'S RFQu 23-4106 are expected to be utilized in such a manner as to result in efficient workflow, quality deliverables and on-time performance. Reassignments should be minimal and positively influence performance. Staffing adjustments to address turnovers or performance deficiencies are to be handled expeditiously, maintaining on-time performance. Replacement of Team Members is subject to the terms and conditions of this Agreement.
4. Project Management – A TWA that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

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EXHIBIT "D"
GENERAL CONDITIONS FOR
FEDERALLY FUNDED PROJECTS

1. Patent, Copyright, and Intellectual Property. The work performed by the CONSULTANT under the Federal award shall be considered work for hire. All deliverables including, but not limited to, original data collected, manuals, documentation, Digital Elevation Models, Digital Flood Insurance Rate Maps, information technology, software or any patentable or copyrightable materials(s) developed, in whole or in part, by the CONSULTANT in the performance of this Agreement is and shall become the property of the DISTRICT and may not be the subject of an application for copyright or patent by or on behalf of the CONSULTANT, its officers, employees, agents or assigns.
 - 1.1. The CONSULTANT shall also be required to comply with any and all policies and regulations of the Federal awarding agency, as updated from time to time, pertaining to patent rights with respect to any discovery or invention, and the disposition thereof, which arises or is developed in the course of or under the Agreement. (2 CFR § 200.315; 2 CFR Part 200, Appendix II(F))
 - 1.2. The DISTRICT, in the event the CONSULTANT purchases ownership of intangible property, reserves a royalty-free, nonexclusive, perpetual, paid-up and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the intangible property, for federal or state or local government purposes. (2 CFR § 200.315)
 - 1.3. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Federal awarding agency has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. (2 CFR § 200.315)
 - 1.4. Notwithstanding Subparagraph 8.5 of the Agreement, for federally funded projects, in whole or in part, the CONSULTANT, at his or her own expense, must defend any action brought against the DISTRICT or the Federal awarding agency to the extent that such action is based upon a claim that any deliverable supplied by the CONSULTANT infringes upon a United States patent or copyright, violates a third party's trade secret or violates any other law relating to intellectual property. The CONSULTANT must pay any costs and damages awarded against the DISTRICT or Federal awarding agency in any such action.
2. Certification Regarding Debarment and Suspension. The DISTRICT cannot make any award or permit any award or Agreement at any tier to any party which is listed on the governmentwide Excluded Parties List System in the System for Award management (SAM), in accordance with the OMB Guidance at 2 CFR Part 180 that implement Executive Orders Executive Orders 12549, (3 CFR Part 1986 Comp., p. 189) and 21689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 2.1. The CONSULTANT certifies that he or she, or the firm or business he or she is associated with has not been:
 - 2.1.1. Excluded or disqualified;
 - 2.1.2. Debarred, suspended, or proposed for debarment under 48 CFR part 9, subpart 9.4; or
 - 2.1.3. Ineligible for or voluntarily excluded from the covered transaction.
 - 2.2. Furthermore, the CONSULTANT agrees not to contract for goods or services or knowingly conduct business with any individual, firm, or business that is:
 - 2.2.1. Excluded or disqualified;
 - 2.2.2. Debarred, suspended, or proposed for debarment under 48 CFR part 9, subpart 9.4; or

2.2.3. Ineligible for or voluntarily excluded from the covered transaction.

The CONSULTANT must include a term or condition which requires compliance with Subpart C of the OMB Guidance in 2 CFR Part 180 in any lower tier covered transaction and require the inclusion of a similar term or condition in any covered transaction into which it enters at the next lower tier.

- 2.3. Violation of this restriction may result in disallowance of costs, annulment or termination of the Agreement, issuance of a stop work order, debarment or suspension, or other remedies as appropriate. (2 CFR §180.325)
- 2.4. The CONSULTANT must provide immediate written notice to the DISTRICT if at any time the CONSULTANT learns that its certification, or the certification of its contractors, was erroneous when submitted or has become erroneous by reason of changed circumstances. (2 CFR §180.350; 2 CFR §180.365)
3. Non-solicitation and Conflicts of Interest. The DISTRICT and the DISTRICT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The CONSULTANT shall comply with any DISTRICT rules and policies relating to real, apparent, or potential conflicts of interest. The CONSULTANT shall not compete for procurements in which the CONSULTANT develops or drafts specifications, requirements, statements of work, invitations for bids, request for proposals, contract term and conditions or other documents for use by the DISTRICT in such procurement. (2 CFR §200.318)
4. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. The CONSULTANT shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps shall include:
 - 4.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 4.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 4.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - 4.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - 4.5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. (2 CFR §200.322)
5. Equal Employment Opportunity. The CONSULTANT must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations at 41 CFR Part 60. (2 CFR § Part 200, Appendix II(C))
6. Access to Records. The CONSULTANT must be prepared to permit access by the Federal Emergency Management Agency, the DISTRICT, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are pertinent to the performance of work under the proposal for the purpose of audits, examinations, excerpts, and transcriptions. The requirement under this Access to Records Paragraph includes timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. These rights of access are not limited to the required retention period but as long as the records are retained. (2 CFR §200.336)

- 6.1. The CONSULTANT must be prepared to retain all required records for three years after the DISTRICT makes final payments and all other pending matters are closed. (2 CFR §200.333)
7. Clean Air Act/Clean Water Act. The CONSULTANT agrees to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR Part 200, Appendix II(G))
8. Adherence to State Energy Conservation Plan. The CONSULTANT shall recognize and adhere to the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. Nondiscrimination. The CONSULTANT shall recognize and adhere to all Federal statutes relating to nondiscrimination. These include, but are not limited to:
 - 9.1. Title VI of the Civil Rights act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 - 9.2. Title 44, Chapter I, Part 7, Nondiscrimination in Federally-Assisted Programs (FEMA Reg. 5), which effectuates the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Emergency Management Agency. The CONSULTANT shall also be responsible for submitting such compliance reports to the DISTRICT as may be necessary to carry out its obligations under this regulation;
 - 9.3. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - 9.4. Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
 - 9.5. The Age Discrimination Act of 1975, as amended (42. U.S.C. §§ 6101-6107) and Title 44, Chapter I, Part 7, which prohibits discrimination on the basis of age;
 - 9.6. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - 9.7. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - 9.8. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - 9.9. Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et. seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - 9.10. The requirements of any other nondiscrimination statute(s), which may apply, to the Agreement. (44 CFR § 7.1); (44 CFR § 7.10); (44 CFR § 7.7); (44 CFR § 7.931)

10. Adherence to Hatch Act. The CONSULTANT shall recognize and adhere to the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. Environmental Standards. The CONSULTANT shall recognize and adhere to the environmental standards, which may be prescribed pursuant to the following:
 - 11.1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended (hereinafter NEPA) (P.L. 91-190, 42 U.S.C. 4321 et. seq.), Executive Order (EO) 11514 and Executive Order 11991, 42 FR 26967 (1977), and the procedural provisions for the implementation of NEPA found in the Council on Environmental Quality (CEQ) Regulations (National Environmental Policy Act Regulations, 43 FR 55978 (1978);
 - 11.2. Notification of violating facilities pursuant to EO 11738;
 - 11.3. Protection of wetlands pursuant to EO 11990;
 - 11.4. Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - 11.5. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. sections 1451 et. seq.);
 - 11.6. Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. section et. seq.);
 - 11.7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - 11.8. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Flood Protection. The CONSULTANT shall comply, if applicable, with the flood insurance purchase requirements of section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
13. Compliance with the Wild and Scenic Rivers Act. The CONSULTANT shall recognize and adhere, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) relating to protection of components or potential components of the national wild and scenic rivers system, section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et. seq.).
14. Lobbying Restrictions. The CONSULTANT must certify, to the best of his or her knowledge and belief, that:
 - 14.1. No federal appropriated funds have been paid or shall be paid on his or her behalf, or on behalf of the business he or she is associated, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352.
 - 14.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the CONSULTANT shall be

required to make disclosure by completing Standard Form SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

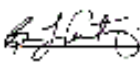
- 14.3. The CONSULTANT shall require the certifications within this Lobbying Paragraph in any subgrant, contract, subcontract exceeding \$100,000 under a Federal grant, contract, or cooperative agreement.
- 14.4. Submission of this certification is a prerequisite for the award of the Agreement, as imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure. Pursuant to section 216.347, Florida Statutes, and applicable federal law, the CONSULTANT further must agree that no funds allotted under the award from the DISTRICT shall be expended for the purpose of lobbying the Florida Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.
15. Drug-Free Workplace Certification Requirements. The CONSULTANT must comply with the applicable provisions of the Drug-Free Workplace Federal requirements as set forth in 2 CFR Parts 182 and 3001. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. The CONSULTANTS who are directly engaged in the performance of work under the Agreement as part of a Federal awarding agency grant must abide by the terms of the CONSULTANT'S Drug-Free Workplace policies and notify the DISTRICT in writing of a conviction for a violation of a criminal drug statute no later than five calendar days after such conviction. (2 CFR § 182.205)
16. Audit Requirements. The CONSULTANT shall comply with any DISTRICT policies related to compliance with provisions of OMB Circular No. A-133, as revised (issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156), which sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of states, local governments, and non-profit organizations expending Federal awards. The CONSULTANT'S records may be reviewed for compliance with the Single Audit Act, and the CONSULTANT'S records may also be included within the scope of an audit in order to determine compliance with applicable laws, regulations, and grant provisions. (CTP Agreement Art. X) (OMB Circular A-133, as revised, § _____.210)
17. Procurement of Recovered Materials. The CONSULTANT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 CFR § 200.322)
18. General Provisions. The CONSULTANT shall comply with any applicable provisions and requirements of any and all other state and federal laws, executive orders, regulations, and policies, as amended from time to time, governing the FEMA Cooperating Technical Partners program, including, but not limited, to applicable provisions that may be found within the following:
 - 18.1. Title 44, Chapter 1, Subchapter B - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Insurance and Hazard Mitigation, National Flood Insurance Program
 - 18.2. Title 44, Chapter 1, Subchapter C - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Fire Prevention and Control
 - 18.3. Title 44, Chapter 1, Subchapter D - Federal Emergency Management and Assistance, Federal Emergency Management Agency - Disaster Assistance

18.4. Title 44, Chapter 1, Subchapter F - Federal Emergency Management and Assistance, Federal Emergency Management Agency – Preparedness

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EXHIBIT "E"
DISTRICT PROCEDURE: TRAVEL
EFFECTIVE DATE JUNE 30, 2018

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District Procedure			
Southwest Florida Water Management District			
Title: Travel			
Document Owner:	Finance Bureau Chief		
Approved By:	Brian Armstrong, P.G., Executive Director	Effective Date:	06/30/2018
 _____		Last Review Date:	06/01/2018

Contents

PURPOSE	1
SCOPE	1
AUTHORITY	2
DEFINITIONS.....	2
STANDARDS.....	3
PROCEDURE.....	3
PUBLIC PURPOSE.....	3
AUTHORITY TO INCUR TRAVEL EXPENSES.....	3
AUTHORIZED TRAVELERS.....	3
OFFICIAL HEADQUARTERS.....	3
TRAVEL AUTHORIZATION (TA).....	3
SIGNATURES REQUIRED FOR TRAVEL AUTHORIZATION.....	4
TRAVEL ADVANCES.....	4
CONTINUOUS TRAVEL STATUS.....	4
TRAVEL EXPENSE (TE).....	4
SIGNATURES REQUIRED FOR TRAVEL EXPENSE (TE) 5.....	5
CLASSES OF TRAVEL.....	5
PER DIEM.....	5
SUBSISTENCE (MEAL ALLOWANCE) RATES (CLASS A, B OR C Travel).....	5
LODGING ACCOMMODATIONS.....	6
TRANSPORTATION.....	6
PERSONAL VEHICLE EXPENSES.....	7
VEHICLE RENTAL.....	7
AIR TRAVEL.....	8
CHARTER FLIGHT SERVICE.....	9
INCIDENTAL TRAVEL EXPENSES.....	9
EMERGENCY SITUATIONS.....	10
EMERGENCY OPERATIONS.....	10
DISTRIBUTION	11
REFERENCES.....	11
PERIODIC REVIEW.....	11

PURPOSE

To establish travel procedures for the District. To the extent practicable the District will follow the travel procedures prescribed for state agencies by Chapter 112, Florida Statutes (F.S.).

SCOPE

This Procedure applies to all persons authorized to travel for official District business or for a public purpose beneficial to the District, utilizing the most efficient and economical mode of

transportation. Travelers may include Governing Board members, executive staff, all District employees, Advisory Committee members, consultants and advisors, and employment candidates.

AUTHORITY

This Procedure is authorized by Part I of Chapter 112, F.S., and *Governing Board Policy, Travel*.

DEFINITIONS

AUTHORIZED TRAVELER – A public officer, public employee, or authorized person when performing authorized travel. (§112.061 (2)(f), F.S.)

COMMON CARRIER – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm. (§112.061(2)(h), F.S.)

CONFERENCE - means the coming together of persons with a common interest for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops, which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(3), F.A.C.)

CONVENTION - means an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(4), Florida Administrative Code (F.A.C.).

EMERGENCY SITUATION - means circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety or welfare or, other substantial loss to the state requiring emergency action. (Rule 69I-42.002(6), F.A.C.)

NON-BUSINESS DAY - means for a public officer or employee, a weekend or an authorized [District] holiday; for an authorized person means a day on which such person was not scheduled to be performing service or contributing time to an agency. (Rule 69I-42.002(10), F.A.C.)

PERSONAL TIME - means the time outside the regular work-hours of a business day, a nonbusiness day, or day for which the officer or employee had prior approval for a leave of absence. (Rule 69I-42.002(13), F.A.C.)

POINT OF ORIGIN - means the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination. (Rule 69I-42.002(15), F.A.C.)

TRAVEL DAY – A period of 24 hours consisting of four quarters of six hours each. (§112.061(2)(i), F.S.)

TRAVEL EXPENSE – The usual ordinary and incidental expenditures necessarily incurred by a traveler (§112.061(2)(g), F.S.)

TRAVEL PERIOD – A period of time between the time of departure and time of return. (§112.061(2)(j), F.S.)

STANDARDS

This Travel procedure will comply with Chapter 112, Florida Statutes, the District's Travel Policy and Rules 60B and 69I Florida Administrative Code.

PROCEDURE

PUBLIC PURPOSE: Travel must be necessary to conduct official District business. Justification must be provided in sufficient detail to demonstrate the benefit to the District.

AUTHORITY TO INCUR TRAVEL EXPENSES: All travelers must be authorized in advance to incur travel expenses. A Travel Authorization may be required.

AUTHORIZED TRAVELERS: The following persons are authorized to travel in compliance with *Governing Board Policy, Travel*, to conduct official District business:

- Governing Board members.
- Executive Director, Division Directors, General Counsel and Inspector General.
- Employees in a board-authorized regular, part-time or temporary position while in travel status.
- Advisory Committee members may be authorized travelers of the District upon approval.
- Consultants and advisors may be authorized travelers under the terms of a contract or agreement.
- The travel expenses of an employment candidate, for an executive or professional position, may be reimbursed by the District when the candidate must travel at least 400 miles roundtrip to the District for an interview. A request for reimbursement must be made by submittal of a properly executed Travel Authorization. The candidate must sign the Travel Authorization upon arrival for the interview and submit a Travel Expense within two (2) weeks of the date of the interview. Refer to *Personnel Guideline, Recruitment and Selection*, for further details. The travel expenses incurred by the candidate will be paid from the budget of the hiring authority.

OFFICIAL HEADQUARTERS: The office, field office or location to which the traveler is assigned and designated in his or her Human Resources file, except as follows:

- The official headquarters of an employee located in the field is the specific site (identified by address or nearest intersection) at which the majority of his or her work is performed, or as designated by the District.
- The city, town or locality in which an employee is stationed for a period of over thirty (30) continuous workdays will be deemed his or her official headquarters. Upon reassignment the employee will no longer be eligible for mileage, per diem or subsistence (meal allowance) reimbursement unless the 30-day period is extended by the express approval of the Executive Director.

Board members will be reimbursed for actual round-trip mileage from their home address to their destination when traveling on District business by using the online MapQuest Program. If the home address of a board member changes during his or her term in office, Board and Executive Services staff shall notify Accounts Payable of the new address and the effective date.

TRAVEL AUTHORIZATION (TA): A TA must be fully executed and approved prior to scheduling or incurring any expenses related to a travel period. All District travelers must use the TA to document the public purpose of the travel and to obtain approval for the following:

- Attendance at any convention, conference, seminar or workshop.
- Employment candidate travel expenses (requires printed TA signed by applicant).

- Travel advance requests.

The statement of public purpose for attendance at a convention, conference, seminar or workshop must explain how the event is related to or provides a benefit to the mission of the District, or the duties and responsibilities of the traveler.

An employee who has been approved to leave from home must identify his or her home address as the point of origin for the specific travel period covered on the TA.

SIGNATURES REQUIRED FOR TRAVEL AUTHORIZATION (TA): The traveler must complete a TA and secure the appropriate approval prior to travel. No one may authorize travel for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

TRAVEL ADVANCES: A traveler may request a Travel Advance for Class A travel when the traveler anticipates substantial travel expenses. Advances will not be authorized for Class B or C travel. The maximum travel advance may not exceed 80 percent of the estimated expenses, such as mileage, per diem, subsistence (meal allowance), parking and tolls. In calculating an advance, the traveler may not include expenses which will be paid directly by District procurement card or District check. A Travel Advance will not be issued for less than \$100. To request a Travel Advance, a traveler must complete a fully executed TA at least five (5) days prior to departure. The Travel Advance must be reconciled by submitting a Travel Expense within ten (10) workdays of the traveler's return to work.

CONTINUOUS TRAVEL STATUS: Continuous travelers are employees who routinely travel overnight. Employees in continuous travel status may request a Travel Advance in an amount equal to or more than \$100 but not to exceed 80 percent of expected travel expenses for a two-week travel period. A traveler cannot have more than two outstanding Travel Advances at one time. Employees in continuous travel status must submit a Travel Expense at the end of each travel period to document his or her actual expenses and reconcile the Travel Advance. When an employee is no longer in continuous travel status, any Travel Advance amount greater than the actual expenses incurred by the employee must be refunded to the District within ten (10) workdays. All continuous Travel Advances must be reconciled before the end of each fiscal year.

TRAVEL EXPENSE (TE): The TE is used to document and to request reimbursement for all authorized travel related expenses. The TE must be submitted with all required receipts attached, if applicable.

By electronically submitting and approving a TE document, the traveler is certifying and affirming the truthfulness and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the request conforms in every respect with the requirements of the District's Travel Policy and Procedure.

When a TE covers a travel period for which a TA was issued, the TE must be completed within ten (10) workdays of the traveler's return to work. TEs that do not include a travel period covered by a TA must be submitted to Accounts Payable at least monthly.

If a traveler has been issued a Travel Advance that exceeded the traveler's actual expenses, the traveler must reimburse the District within ten (10) workdays of his or her return to work and attach a copy of the cash receipt to the TE. The actual amount of the reimbursement will be determined by an audit of the traveler's TE by Accounts Payable.

Governing Board members may elect to submit their TEs quarterly.

SIGNATURES REQUIRED FOR TRAVEL EXPENSE (TE): The traveler must approve his or her TE and secure the appropriate additional approval. No one may authorize the TE for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

CLASSES OF TRAVEL: The three (3) classes of travel are:

- Class A** Continuous travel of 24 hours or more away from official headquarters and away from home overnight. This is based on four equal quarters of 6 hours each, which will constitute a travel day (midnight to midnight).
- Class B** Continuous travel of less than 24 hours, away from official headquarters and away from home overnight. This is based on six-hour quarters which begin at the hour of departure. Because Class B travel is less than 24 hours, Class B travelers will not be eligible for the per diem beginning at midnight. Class B travel will be based on quarters only beginning with the hour of departure and ending at the time of return.
- Class C** Short or daytime trips during which the traveler is not away from official headquarters overnight (travel may occur during evening hours due to special assignment).

PER DIEM (Class A or B Travel Only): All travelers may be paid per diem or subsistence (meal allowance) when traveling within or outside the state to conduct official District business, or to attend a convention, conference or seminar, when such convention, conference, or seminar is for a public purpose relating to District business. Travelers will not be reimbursed for meals or lodging included or offered for an event whether included in a registration fee or not. Either of the following methods may be selected for calculating per diem each day of travel at the option of the traveler:

- A flat rate of \$80 per day (\$20 per quarter day). No receipts are required for lodging or meals. (See *Classes of Travel* above for further explanation.)

OR

- Reimbursement for actual lodging cost, at the single occupancy rate to be substantiated by a detailed receipt, and the authorized subsistence (meal allowance).

The traveler may choose the State per diem rate as stated above or the foreign travel per diem rate as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" as authorized by Section 112.061(3)(f), F.S. if traveling outside the United States.

SUBSISTENCE (MEAL ALLOWANCE) RATES (Class A, B or C Travel):

To receive payment for:	Must depart prior to:	Must return after:	Meal Allowance
Breakfast	6 a.m.	8 a.m.	\$6
Lunch	12 p.m.	2 p.m.	\$11
Dinner	6 p.m.	8 p.m.	\$19

A meal allowance will be paid to travelers in Class A and Class B status, and to travelers in Class C travel status when participating in scheduled meetings, seminars, workshops, special assignments or other official business occurring outside the normal work assignment of a traveler. A meal allowance will not be paid when travel is within 15 miles of a work location/event, unless travel expenses are authorized by a TA.

Staff whose work assignment is "in the field" may not receive a meal allowance for lunch until they have worked 40 hours in a workweek. The appropriate timesheet must be attached to the Travel Expense. District authorized holidays may be included in the calculation of hours worked.

In compliance with *Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide*, all Class C subsistence (meal allowance) reimbursements are considered income for tax purposes. All Class C meals are reimbursed through accounts payable and taxed through payroll.

If a registration fee includes meals, the traveler will not be reimbursed for the meals provided. A continental breakfast is considered a meal and will not be reimbursed (if provided). Reimbursement for meal expense will be at the appropriate subsistence (meal allowance) rate regardless of the actual cost of the meal. Any cost above the subsistence (meal allowance) amount is the responsibility of the traveler. Meal tips will not be reimbursed. Meals offered at an event that does not require a registration fee or by a hotel or motel when lodging will not be reimbursed to the traveler.

LODGING/ACCOMMODATIONS: Lodging expenses are authorized for District travelers in Class A or B travel status. Lodging for District employees and board members must be reserved and paid with a District procurement card and substantiated by an original detailed receipt filed with the traveler's procurement card reconciliation documents. If circumstances necessitate the use of the traveler's personal credit card, the original detailed receipt together with an explanation of the circumstances must be submitted with his or her TE.

If two or more District employees elect to share a room while in Class A or B travel status they must all elect the same method of per diem reimbursement.

A traveler may not receive reimbursement for lodging within 50 miles one-way of their official headquarters or home unless authorized by his or her Division Director.

If a traveler is prevented from returning home at a reasonable hour due to the scheduled conclusion of an event, the traveler's departure may be delayed until the following morning upon a determination that an additional overnight accommodation is warranted and the appropriate approval is obtained. If the traveler chooses to delay departure without approval, the use of personal leave will be required and per diem and lodging expenses may not be reimbursed.

TRANSPORTATION: All travel must be by a frequently traveled route utilizing the most efficient and economical means of transportation. It is the responsibility of the traveler's bureau to determine the most efficient and economical means of transportation prior to making travel arrangements. It is recommended that a District vehicle be used for all statewide business travel unless the use of a personal vehicle or common carrier would be more efficient or cost effective. Any costs incurred as the result of personal negligence while traveling in a District or personal vehicle for the District (i.e., traffic or parking citations, keys locked in vehicle, etc.) are the sole responsibility of the traveler. All travelers are responsible for providing proof of vehicle insurance to the District if requested.

All common carrier business travel for District employees should be booked through the District's travel services provider and paid with a District procurement card.

Special provisions when business and personal travel are combined: Personal travel expenses may never be charged to a District procurement card. Prior to scheduling combined business and personal travel, the traveler should contact Accounts Payable to ascertain the documentation necessary to separately record business expenses from personal expenses.

PERSONAL VEHICLE EXPENSES: The following conditions apply if a traveler is authorized to use a personal vehicle in lieu of a District vehicle or common carrier:

- A traveler will be entitled to mileage reimbursement at the rate approved by the State Legislature, currently 44.5 cents per mile.
- All mileage must be shown from the point of origin to the point of destination, along a frequently traveled route.
- Mileage must be calculated by using the online MapQuest Program, if applicable.
- If travel is by an indirect route for the traveler's own convenience, any additional costs are the responsibility of the traveler. Reimbursement will be based on the costs that would have been incurred utilizing a frequently traveled route.
- Each stop during a travel period should be reported on a separate line of the TE.
- A traveler will not be reimbursed for travel between home and his or her official headquarters or assigned work location.
- If traveling on a non-business day to a location other than his or her official headquarters or assigned work location, the point of origin may be the traveler's home. In no case shall mileage claimed exceed the actual miles driven.
- If a traveler leaves from or returns to his or her home on a regularly scheduled business day, the traveler will be reimbursed for the lesser of the mileage between a business site and his or her home, official headquarters or assigned work location. In no case will mileage claimed exceed the actual miles driven.
- No mileage reimbursement will be paid to a traveler who is gratuitously transported by another person or by another traveler who is entitled to reimbursement.
- Mileage for two round-trips to an airport or the cost of contracted transportation may be approved if it is determined to be more efficient or economical than one round trip plus airport parking fees.
- A traveler will be reimbursed the lesser of the common carrier fare or the actual mileage reimbursement amount, whichever is determined to be more economical to the District. Prior to the traveler's departure, an estimate of airfare and rental vehicle costs should be obtained from the District's travel services provider and attached to the TA.
- Reimbursement is not allowed for expenditures related to the operation, maintenance and ownership of a vehicle.

VEHICLE RENTAL: Rental vehicles should be reserved through the District's travel services provider and any changes or cancellations should be coordinated prior to the traveler's departure. District employees on official business must pay for rental vehicles with a District procurement card. A rental vehicle for personal use may not be reserved or paid for with a District procurement card. Before signing a rental agreement, travelers must ensure:

- The proper rental rate has been applied.
- Additional insurance coverage will not be charged to the District.
- The refueling service option has not been selected.
- Sales tax will not be charged in the State of Florida.
- The most economical vehicle to appropriately accommodate the travel has been

selected.

Travelers must use a Class 3(C), Intermediate vehicle unless the use of a vehicle larger than Class 3(C) Intermediate is justified (e.g., more than four travelers, transporting equipment or supplies) and approved.

Class	Vehicle Size	Code
3(C)	Intermediate	IDAR
4(E)	Full-Size, Four-Door	FDAR
5(V)	Minivan	MVAN

Business use of a rental vehicle under the State contract or District agreement includes collision coverage. The District will not pay for additional insurance coverage. The rental vehicle must be refueled prior to being returned. Original fuel receipts must be filed with the traveler's procurement card reconciliation documents or attached with the TE, as appropriate.

The traveler must retain both the rental agreement and the final detailed rental receipt to be filed with their procurement card reconciliation documents.

Rule 60B-1.012, Florida Administrative Code, requires all occupants of rented vehicles to utilize the seat belts or occupant restraint system provided. Failure to comply with this Rule may subject employees to disciplinary action.

Special provisions for combined business and personal use of a rental vehicle: If combining business and personal travel, a traveler must reserve and make payment for the rental vehicle with a personal credit card. The traveler will only be reimbursed for the business portion of the travel period based on the lesser of, the estimated cost provided by the District's travel agent or the amount calculated by Accounts Payable from his or her actual receipt. Prior to the traveler's departure an estimate of rental vehicle cost for the business portion of the travel period should be obtained from the District's travel agent. The estimate must be submitted with the traveler's TA. After returning from the travel, a copy of the rental agreement and original detailed receipt must be submitted with the TE to request reimbursement, if applicable.

Also, upon approval of the TA and/or TE, the traveler is acknowledging that they have been informed of the *recommended* limits of liability insurance (\$100,000 per person, \$300,000 per occurrence and \$100,000 property damage, or \$500,000 combined single limit liability) that should be maintained when using a personally-owned vehicle on District business.

AIR TRAVEL: All air travel by commercial airlines must be economy class unless otherwise approved. The District's travel services provider should be used to obtain fare estimates and to book all air travel for District employees. A copy of the fully approved TA should be provided to the District's travel services provider to authorize the purchase of the airline ticket. All airline tickets and airfare transaction fees should be charged to a District procurement card.

Employees are encouraged to consider discounted airfares, commonly referred to as "super saver" tickets, instead of the more expensive full-fare refundable tickets. Many of these tickets are either non-refundable or require payment of a penalty if cancelled. If arrangements are made through the travel provider, cancellations must be made no later than 24 hours prior to a flight's scheduled departure time to retain the value of the ticket for future use (within one year) by the named traveler. Penalties for cancellation of discounted airline tickets may be paid by the District only if cancellation is in the best interest of the District, or because the traveler is ill or the result of the death of a member of the traveler's immediate family. The traveler is responsible for any cancellation penalty if the ticket is cancelled for the convenience of the traveler. The traveler

must reimburse the District for the cost of tickets that are canceled at the traveler's discretion and not rebooked within the allowable timeframe. The circumstances, and risk of cancellation should be evaluated prior to the purchase of each ticket to avoid or minimize any cancellation penalty. If the District determines that it is in the best interest of the District to cancel a "super saver" ticket and pay a cancellation penalty, an explanation of the circumstances justifying payment of the penalty must be attached with the District Procurement Card reconciliation.

An increase in airfare of \$100 or more over the estimated costs on the TA must be justified by the traveler. The traveler must reimburse the District for all unjustified costs whether due to a traveler's negligence or personal discretion.

Special provisions for combined business and personal air travel: Personal travel may be combined with business travel and should be booked together through the District's travel services provider. Personal expenses may never be charged to a District procurement card. The traveler must pay for the ticket and submit a copy of the itinerary and proof of payment with his or her TE. The traveler will be reimbursed for the business portion of the travel period based on the lesser of the estimated cost provided by the District's travel services provider at the time the travel arrangements were made, or the amount calculated by Accounts Payable from his or her actual receipt. The scheduling bureau should obtain an estimate of the ticket cost from the District's travel services provider prior to the scheduled travel and submit the estimate with the TA.

CHARTER FLIGHT SERVICE: Charter flights may be used to provide transportation to conduct District business when it is determined to be in the best interest of the District. Overflights are not included in this procedure. Charter flight requests for Governing Board members, Executive Director, Division Directors, General Counsel or Inspector General will be arranged by Board and Executive Services. The use of charter flights by staff members must be authorized by the Executive Director.

Procurement staff will process the flight request in accordance with *Board Policy, Procurement* and *District Procedure, Procurement*, to obtain charter flight services from an appropriate vendor. Emergency arrangements may be made directly by coordinating with Procurement staff.

INCIDENTAL TRAVEL EXPENSES: The TE must include the following documentation when claiming reimbursement for incidental travel expenses:

- Receipts or canceled checks for registration fees paid by the traveler.
- Receipts for taxi fares more than \$25 on a per-fare basis.
- Receipts for storage, parking fees or tolls more than \$25 on a per transaction basis. Storage or parking fees are not allowed on a weekly or monthly basis unless it can be established that such method results in a savings to the District.
- Valet Parking is only reimbursable when no general parking is available, or circumstances warrant use.
- A statement that communication expenses were business related. This includes fax and internet connection charges. NOTE: Telephone calls made to the traveler's family are not a reimbursable communication expense.
- Receipts for dry-cleaning, laundry and pressing expenses when official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.
- Receipts for passport and visa fees required for official travel.
- Receipts for necessary fees charged to purchase traveler's checks for official travel expenses.
- Receipts for fees charged to exchange currency necessary to pay for official travel

expenses.

- Photocopy charges that are business related and more than \$25 on a per event basis.

Lost or missing receipts will require a signed statement from the traveler together with the appropriate level of approval to be eligible for reimbursement. Other travel expenses may be reimbursed if determined to be in the best interest of the District and upon the approval of the Finance Bureau Chief.

NOTE: Purchases made using a personal credit card are not tax exempt. The District's tax exemption certificate is only applicable to purchases made using a District procurement card or paid directly by the District. When travel is entirely within the State of Florida, the traveler will not be reimbursed for taxes paid.

The following do not require a receipt:

- Tips paid to taxi drivers that do not exceed fifteen percent of the taxi fare.
- Tips paid for mandatory valet parking not to exceed \$1 per incident.
- Portage paid for assistance with luggage shall not exceed \$1 per bag not to exceed \$5 per incident. Portage charges exceeding \$5 per incident will require justification.

Other incidental travel expenses not detailed in this procedure will be handled on a case-by-case basis upon approval of the Finance Bureau Chief.

EMERGENCY SITUATIONS: The following conditions apply when a public officer, employee or authorized person away from their official headquarters on personal time is required to travel because of a District emergency:

- The traveler may be reimbursed for travel expenses incurred in traveling from his or her point of origin to his or her point of destination, which may be his or her official headquarters. However, employees will not be reimbursed from his or her home to his or her official headquarters.
- If personal circumstances necessitate the return of the traveler to his or her point of origin after the emergency has ended rather than returning to or staying at his or her official headquarters, the traveler may be reimbursed his or her travel expenses for the return.
- The traveler's request for reimbursement of travel expenses from a point of origin other than his or her official headquarters must contain an explanation of the emergency that necessitated travel from such point.
- If an authorized traveler has incurred certain unrecoverable costs associated with personal plans and is unable to carry out such plans due to an emergency, such unrecoverable costs may be reimbursed by the District. The request for reimbursement must include a description of the circumstances constituting the emergency.

EMERGENCY OPERATIONS: The Governor has the authority to declare an emergency in response to a major disaster that may result in the suspension of all or a portion of Section 112.061, F.S. to the extent necessary under the circumstances. In this instance, the District's Executive Director or designee is authorized to allow the purchase of food and beverages for personnel operating the District's Emergency Operation Center (EOC) on a 24-hour basis during the emergency.

The following guidelines are in effect if Section 112.061, F.S., has been suspended, in whole or in part, and the Executive Director or designee has activated the District's EOC:

- All EOC travelers will receive the Finance Bureau's Emergency Operations Travel

Instructions. These instructions include forms that have been modified to more accurately document the information required for Federal, State and County reimbursement submittals. The forms should be completed as travel occurs and must be submitted to Accounting at the end of each biweekly payroll period. All EOC travel will be submitted through the online travel module in the Advantage Financial System.

- Per diem and subsistence (meal allowance) rates will remain the same, but the schedule for Class C subsistence (meal allowance) reimbursement has been modified to three 8-hour periods, as detailed on the Emergency Order/EOG Activation Class C Travel Clock.

EOC authorized travelers who work at least an 8-hour shift per day shall be entitled to a full daily subsistence (meal allowance) reimbursement, less subsistence (meal allowance) for food that has been provided.

- The EOC Provisions Unit Leader will determine when and where food will be made available to authorized travelers in lieu of subsistence (meal allowance).
- The cost for food service should not exceed the subsistence (meal allowance) amounts and the food service should be carefully controlled.
- When authorized by the EOC Coordinator, a procurement card may be used to purchase food. In such cases, a receipt must be submitted with a list of the names of all travelers to whom food was provided. Food costs which exceed the established subsistence rates shall require a detailed explanation.

Emergency expenses that are not related to travel should not appear on the TE. Invoices or receipts for cash expenses should be submitted for reimbursement through petty cash or, if over \$50, by submitting a check request to Accounts Payable.

The Executive Director may modify or interpret this Procedure.

DISTRIBUTION

This procedure will be stored in the Procedure Repository. Governing Board members and all District staff will be directed to review this procedure in its entirety and notified of any changes to the procedure as they occur.

REFERENCES

Chapter 112, Florida Statutes
District Travel Policy
Rule 69I, Florida Administrative Code
Rule 60B, Florida Administrative Code
Personnel Guideline, Recruitment and Selection
District Procedure, Signature Authority
Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide
Board Policy, Procurement
District Procedure, Procurement
District Guideline, Procurement Card

PERIODIC REVIEW

This procedure will be reviewed and/or updated every five years by the Finance Bureau Chief and Accounting Manager or their designee.

Certificate Of Completion

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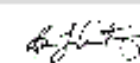
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Electronic Record and Signature Disclosure:

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ID: 814486ea-97d0-4b32-9081-a32eeac30ed4

In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

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Carbon Copy Events

Status

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Michael Attard

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Records Management Specialist

SWFWMD

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Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/23/2018 4:15:40 PM
Signing Complete	Security Checked	7/23/2018 4:15:40 PM
Completed	Security Checked	7/23/2018 4:15:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.