

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS					
SUBMIT PROPOSALS TO:		SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ELECTRONICALLY THROUGH: WWW.DEMANDSTAR.COM			
DIRECT INQUIRIES TO:		Ari Horowitz, Procurement Specialist Phone: 352-505-2970 E-mail: procurement@watermatters.org			
SOLICITATION TITLE: RFP 23-4227 SWUCA Saltwater Intrusion Model					
DATE POSTED: October 20, 2023		PROPOSALS DUE DATE AND OPENING: November 30, 2023 at 2:00 p.m., local time			
PRE-PROPOSAL CONFERENCE & SITE VISIT: None					
QUESTIONS SUBMISSION DEADLINE: November 16, 2023 All questions must be submitted in writing.					
VIRTUAL ORAL PRESENTATIONS: January 4, 2023 (Tentative date, time(s) to be determined) (IF REQUIRED)					
SPECIFICATIONS: The Southwest Florida Water Management District seeks proposals from qualified and experienced firms to provide an update of a saltwater intrusion model. See RFP for more specific details.					
Respondent Name:			Reason for No-Response:		
Mailing Address:					
City-State-Zip:					
Telephone Number: () -		Toll-Free Number: () -			
Email address for correspondence:					
Authorized Signature:					
Full Name (please print or type):					
Title (please print or type):					
I, the above signed, as Respondent, hereby declare that I have carefully read this RFP 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 proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal 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 RFP and certify that I am authorized to sign this proposal 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 PROPOSALS (RFP) #23-4227
SWUCA SALTWATER INTRUSION MODEL**

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REFERENCE DOCUMENTS – Available for download from the District and DemandStar websites:

Figure 1 – 2002 HydroGeoLogic Model Report

PART I - GENERAL CONDITIONS

1.1 PURPOSE.

The purpose of this RFP is to provide guidelines for submission of proposals to qualify for the nature of services described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS.

"Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "Sub-Respondent" means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.

1.3 DEVELOPMENT COST.

Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

1.4 CHANGES, DELAYS, AND ADDENDA.

District reserves the right to delay scheduled RFP 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 <http://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 solicitation documents including District answers provided in response to the Technical Questions provided in Section 1.11 of this RFP. Failure to acknowledge receipt of all Addenda may be grounds for rejection of a proposal.

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. Prospective 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 PRE-PROPOSAL CONFERENCE.

A pre-proposal conference will not be held for this RFP.

1.6 RULES FOR PROPOSALS.

Two or more firms may combine for the purpose of responding to this RFP providing that one is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 **CONTINGENCY FEE.**

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 this 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 **PROPOSAL FORMAT.**

In order to assist the District's review process, proposals are to be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

The cost/fee schedule containing all price information as defined in Attachment 1, Cost Proposal Response Form shall be submitted as a separate file from any file(s) containing all non-price factors as identified in Section 1.8, Proposal Format.

1.8.1 **Solicitation Cover Sheet**

Respondents must sign and return the Solicitation Cover Sheet with their proposals.

1.8.2 **Table of Contents with clear identification of the material by section and page number.**

1.8.3 **Letter of Transmittal**

This letter should not exceed one page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.4 **Organizational Profile and Qualifications**

This section of the proposal should provide a description of your organization, including location(s), size, range of activities, Project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. Key team members shall be highlighted.

1.8.5 **Experience and Past Performance**

This section of the proposal should provide a history of past projects and successful modeling experience within the last 5 years showing development of large regional groundwater and saltwater transport models, experience with Florida hydrogeology, and experience with building models with MODFLOW-USG.

Experience shall demonstrate the respondent's accomplishments and ability to effectively complete this Project. A single model or project does not have to demonstrate all areas of expertise. Rather, the sum of all projects shall show the full range of experience and expertise.

1.8.6 **Professional Resumes and Qualifications**

This section of the proposal should provide resumes for Key Project team members identified in subsection 1.8.4. Copies of all licenses and certifications for all Key Project team members and Consultant shall be included.

Copies of Florida license(s) for all State of Florida licensed Professional Engineers or Professional Geologists that will be signing and sealing Project documents shall be included.

1.8.7 **References**

This section of the proposal must provide a minimum of three references from its recent projects similar in scope and complexity to this Project completed or in progress within last five years to reflect the areas of modeling experience as outlined in Subsection 1.8.5, Experience and Past Performance. At least two references shall be from sources other than the District.

References must be individuals that can be readily contacted and have first-hand knowledge of the Respondent's performance on the specific project performed by the Respondent. It is recommended that each reference contact person be informed that they are being used as a reference and that the District may be contacting them. Failure of references listed to respond to the District's inquiries may negatively impact the evaluation of the Proposal, including rejection of the proposal as non-responsive.

References shall be provided on the forms provided in Attachment 2, Reference Forms.

1.8.8 **Subconsultants (if applicable)**

This section shall list all subconsultants that will be utilized in the execution of Project work. Documentation as provided for the Consultant in subsections 1.8.4 -1.8.7 shall be provided for each subconsultant listed.

1.8.9 **Scope of Work** See Part III – Scope of Work for details.

1.8.10 **Completion of all Proposal Documents**

In addition to the proposal submission requirements listed in the Subsections 1.8.1 through 1.8.7, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this RFP on each Addendum Form issued with their proposal
- Attachment 1 – Cost Proposal Response Form
- Attachment 2 – Reference Forms
- Attachment 3 – Public Entity Crime Statement
- Attachment 4 – Certification Regarding Drug-Free Workplace Requirements

1.8.9 **Cost/Fee Schedule**

This section of the response is addressed in Attachment 1, Cost Proposal Response Form. As stated in Section 1.8, Proposal Format, above, a completed Attachment 1, Cost Proposal Response Form must be provided as a separate file.

1.9 **VIRTUAL ORAL PRESENTATIONS.**

The shortlisted firms or highest ranked Respondents may be required to participate in oral presentations with the Evaluation Committee. These presentations provide an opportunity for the Respondents to answer questions to clarify their proposals. Each presentation with questions and answers should last no more than 30 minutes. The key team members as identified in the proposal must attend the oral presentation.

Pursuant to Section 286.0113, Florida Statutes, the oral presentations are exempt from Section 286.011 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.

1.10 **PROPOSAL OPENING.**

Proposal opening will be open to the public, on the date and at the time specified in the RFP. It is the Respondent's responsibility to assure that its proposal is uploaded to DemandStar at the proper time. Proposals which for any reason are not timely uploaded will not be considered.

To be considered, one electronic Adobe™ Document Format File (.PDF) of a proposal must be uploaded to www.Demandstar.com, by 2:00 p.m., Local Time, on November 30, 2023. Proposals 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 period responses shall remain firm and shall not be withdrawn. If 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.

AS INDICATED ON THE COVER SHEET, THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR. PROPOSAL 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 proposal opening for RFP 23-4227 SWUCA Saltwater Intrusion Model Project. The meeting will begin at 2:00 p.m. on November 30, 2023. Respondents may view the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to proposal opening:
Join Microsoft Teams meeting on your computer or mobile app via
<https://bit.ly/3PxYx2R>
Or call in (audio only)
+1 786-749-6127,,94274757# United States, Miami
Phone Conference ID: 942 747 57#

1.11 **TECHNICAL QUESTIONS.**

All questions must be presented in writing to Procurement@Watermatters.org or the physical address as stated in Section 1.30, Correspondence, and received by the District no later than ten calendar days prior to the proposal opening. Inquiries must reference the proposal title, number, and the date of proposal opening. Respondents are responsible to check the websites as specified in Section 1.4, Changes, Delays, and Addenda, for the District's responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

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 proposal 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 five percent or more in the Respondent's firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement, or any renewal thereof, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

1.13 **PROPOSAL WITHDRAWAL.**

Proposals may be withdrawn at any time prior to the opening via the DemandStar platform.

1.14 **PUBLIC AVAILABILITY OF RECORDS.**

Once opened, all proposals 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 RFP will be subject to the provisions in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and separate electronic copy PDF file) and mark that specific information as "CONFIDENTIAL", state the reason such information is exempt from public disclosure, and provide the specific statutory citation for such exemption (i.e., Section 815.04, Florida Statutes); otherwise, Respondent waives any possible or claimed exemption upon submission, effective at opening.

The Florida Public Records Act, Section 119.071(1)(b), Florida Statutes, as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intent to Award pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals.

1.15 **RESPONSIVE/RESPONSIBLE.**

At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Proposals that fail to list all Sub Respondents as required in Section 1.8, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this RFP or fail to provide all required information, documents, or materials as provided in Section 1.8, Proposal Format, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal

may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this RFP, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub Respondents to ensure acceptability.

1.16 RIGHT TO ACCEPT OR REJECT PROPOSALS.

Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP 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 RFP but reserves the right to accept any proposal 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 proposals and not grant any award resulting from the issuance of this RFP. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.17 NOTICE OF INTENDED DECISION.

The Notice of Intent to Award will be posted for review by interested parties on the District's Internet website, (<http://www.watermatters.org/procurement>) and www.demandstar.com.

1.18 AGREEMENT INFORMATION.

The contents of the proposal of the successful Respondent will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract resulting from this RFP and venue will lie in Hillsborough County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least five years following completion date provided such disclosure does not undermine the independence or the validity of the audit process. The successful Respondent will also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract. A sample agreement is attached as Attachment 5.

1.19 TRUTH IN NEGOTIATION.

Any agreement resulting from this RFP will require the Respondent to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. The Agreement will also contain a provision that the original Fee Schedule and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Fee Schedule was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such adjustments will be made within one year following the end of the Agreement.

1.20 INDEMNIFICATION.

See Paragraph 8 in Attachment 5, Sample Agreement.

1.21 **WITHHOLDING PAYMENT.**

The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent 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 contract with the District.

1.22 **TERMINATION.**

Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten days written notice. Termination is effective upon the tenth day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement

1.23 **EXECUTION OF CONTRACT.**

By submitting a response, respondent agrees to all the terms and conditions of this RFP and those included in the attached Agreement. Any changes offered by a respondent in its response will not be considered by the District. The submittal of a response will constitute acknowledgement of all terms and conditions of this RFP and the District will construe the response as though no changes were presented. If a respondent desires to propose a change to a term or condition of the RFP or Agreement, respondent must submit its request under the procedure set forth in the Technical Questions section.

1.24 **LAW COMPLIANCE.**

The Respondent 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 RFP. 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 RFP.

1.25 **AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate upon 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 or 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, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email to 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 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Subsection 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal to this RFP, 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 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 dollars 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 submitting a proposal in response to this RFP, the Respondent 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 its proposal.

1.28 RESPONSIBLE VENDOR DETERMINATION.

The bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

1.29 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the awarded respondent, before entering into a contract with the District, will comply with the Employment Eligibility Verification paragraph of the Sample Agreement included in this RFP.

1.30 CORRESPONDENCE.

Unless otherwise notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

Procurement Office (BKV-2-PRO) Building 2
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: procurement@watermatters.org

Proposed Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing to the Procurement Service Office as provided in this RFP, until the Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.31 PURCHASES BY OTHER PUBLIC AGENCIES.

With the consent and agreement of the Consultant, purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

PART II - INTRODUCTION

2.1 GENERAL INFORMATION.

The Southwest Florida Water Management District (District) hereby solicits proposals for the services of qualified Respondents for the purpose of updating of a 2002 version of a Saltwater Simulation of Three-Dimensional Variable-Density Groundwater Flow Version 4 (SEAWAT) saltwater intrusion model to a Modular Three-Dimensional Finite-Difference Groundwater Flow Model – Unstructured Grid (MODFLOW-USG) saltwater intrusion model, described in more detail in Part III, Scope of Work.

2.2 BACKGROUND INFORMATION.

The District is one of five regional water management districts charged by Chapter 373 of the 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 CONTRACT.

The expected term of the contract resulting from this RFP will be from the date of execution through January 31, 2026.

2.4 PROPOSAL CALENDAR. The following is a list of key actions and dates:

<u>Action</u>	<u>Date</u>	<u>Local Time</u>
Request For Proposals Issued	October 20, 2023	
Deadline For Technical Questions	November 16, 2023	11:59 PM
Submission Deadline	November 30, 2023	2:00 PM
First Evaluation Committee Meeting (Tentative)	December 28, 2023	2:00 PM
Oral Presentations (If Required – Tentative)	January 4, 2024	TBD*
Second Evaluation Committee Meeting (If Required – Tentative)	January 4, 2024	2:00 PM
Notice Of Intended Decision (Tentative)	January 12, 2024	TBD*
Agreement Execution	TBD*	TBD*

**TBD – To be Determined*

PART III – SCOPE OF WORK

3.1 PROJECT BACKGROUND.

The Southern Water Use Caution Area (SWUCA) was designated in 1992 to address the historic decline in Upper Floridan aquifer levels due primarily to groundwater withdrawals that led to regional saltwater intrusion along the coast of southwest Hillsborough, Manatee, and northwest Sarasota counties, a decrease in flow of the upper Peace River, and lowered lake levels along the Lake Wales Ridge. The SWUCA encompasses approximately 5,100 square miles, including all of DeSoto, Hardee, Manatee, and Sarasota counties, and parts of Charlotte, Highlands, Hillsborough, and Polk counties in southwest Florida. The Southwest Florida Water Management District (SWFWMD or District) adopted the SWUCA Recovery Strategy in 2006 and is implementing the strategy over a 20-year period (SWFWMD, 2006). Additionally, an area of about 708 square miles located along the coast of southern Hillsborough, Manatee, and northwestern Sarasota counties, where the concern for saltwater intrusion was greatest, was designated as the Most Impacted Area (MIA).

A numerical model was created by HydroGeoLogic, Inc. (HGL) in 2001 and updated in 2003 that approximated chloride concentrations in the Southern Water Use Caution Area – Most Impacted Area (SWUCA-MIA) for the period of 1900 through 2000 (HydroGeoLogic, Inc. 2002). This model utilized HGL's proprietary code, Modular Three-Dimensional Finite-Difference Groundwater Flow Model Hydrologic Modeling System (MODHMS). From HGL's website, MODHMS is HGL's latest and most advanced software code, interfacing seamlessly with the popular Modular Three-Dimensional Finite-Difference Groundwater Flow Model (MODFLOW) code to provide a physically based, spatially distributed, integrated surface/subsurface modeling framework hydrologic system.

In 2022 a consultant, retained by the District, updated HGL's model and converted it from MODHMS to SEAWAT Version 4, a public domain software product produced by the USGS. The consultant made several additional changes to improve the model and utilize more recent data. Updates included incorporation of newer hydraulic conductivity arrays to more closely match arrays used in two of the District's other current regional models that overlap the SWUCA, the East Central Florida Transient Model – Expanded (ECFTX) and Districtwide Regulatory Model (DWRM). The consultant also adjusted hydrostratigraphic layer surface elevations to match the ECFTX and DWRM models more closely.

3.2 WORK OBJECTIVES.

The objectives of the project are to:

- 3.2.1 Update and recalibrate both the flow and transport components of the existing SWUCA model through 2016 conditions.
- 3.2.2 Simulate the movement of chlorides/TDS concentrations beginning from 1900 and running through 2016.
- 3.2.3 Provide documentation and all relevant model files for the work completed for this project.

3.3 DESCRIPTION OF WORK.

The scope of work consists of seven major tasks:

An initial written Notice to Proceed shall be issued by the District to the Consultant for Tasks 1, 2, 5, and 7.

For Tasks 3 and 4, the District shall issue a separate written Notice to Proceed to the Consultant for each task.

3.3.1 Task 1: Convert SEAWAT Model to MODFLOW-USG

The Consultant will convert the current model in SEAWAT to MODFLOW-USG. All components of the density and flow terms will be converted. MODFLOW-USG will be set to optimal settings and allow for the fastest, most accurate simulation possible (choice of solvers, solver parameter settings, etc.).

The current SEAWAT model domain utilizes a uniform rectilinear grid of 2,500 by 2,500 feet and a refined grid of 1,250 by 1,250 feet in the MIA. The Consultant will at minimum maintain this grid spacing or smaller provided that model run times are not significantly impacted.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 1 will be provided for District approval.

3.3.2 Task 2: Data Collection, Verification, and Evaluation

The Consultant will review the existing SWUCA model and identify what data is needed to update the model through 2016 conditions. The Consultant will identify available data needed for updating the model and present a list of required data to the District for review and concurrence. The District will provide the available missing datasets needed to update the model in electronic formats. The Consultant will assemble all relevant and available data into a comprehensive, dedicated project database. The Consultant will provide proposed tabular and spatial database structures to the District for review and approval.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 2 will be provided for District approval.

3.3.3 Task 3: Model Updates

A written Notice to Proceed with Task 3 will be provided by the District to the Consultant before the Consultant may start work on Task 3.

Using the datasets collected in Task 2, the Consultant will update items in the MODFLOW-USG model, as needed. These items will include, at a minimum the following:

3.3.3.1 Lateral Boundary Conditions:

The lateral boundary conditions will be updated based on output from ECFTX simulations, DWRM simulations, and USGS potentiometric maps. Within the ECFTX domain and within the ECFTX simulation timeframe, heads simulated by the ECFTX will be used as the lateral boundary heads. Outside the ECFTX domain and within the DWRM domain, those heads will be used. During time periods outside of those simulations and outside the domains of those models, USGS potentiometric maps will be used. The USGS heads should be modified to match any observed local trends or layer differences observed in the ECFTX or DWRM model outputs. Any discrepancies that exist where different boundary head sources come together will be examined by both the Consultant and the District and a mutual agreement will be made for the best method to proceed.

3.3.3.2 Hydraulic Conductivity Arrays:

The hydraulic conductivity arrays will be updated based on output from the ECFTX, DWRM, and interpolation from each of those models toward the west end of the SWUCA model domain. ECFTX conductivities should be preferentially used, followed by DWRM conductivities.

3.3.3.3 Layer Tops and Bottoms:

The layer tops and bottoms will be updated based on output from the ECFTX, DWRM, and interpolation from each of those models toward the west end of the SWUCA model domain. ECFTX surfaces should be preferentially used, followed by DWRM surfaces.

3.3.3.4 Storage: storage will be updated based on output from the ECFTX, DWRM, and interpolation from each of those models toward the west end of the SWUCA model domain. ECFTX storage should be preferentially used, followed by DWRM storage values.

3.3.3.5 Porosity:

The Consultant will start with the existing values in the SEAWAT model and adjust as needed for the saltwater movement calibration.

3.3.3.6 Dispersivity:

The Consultant will adjust the values from the existing SEAWAT model to more realistic values (transverse and vertical dispersivities are on the high side in the current model). Adjust all dispersivities as needed for saltwater movement calibration.

3.3.3.7 Well Pumping:

The District will provide well pumping rates as part of Task 2. The Consultant will delete all wells in the current SEAWAT model and reimport this well dataset.

3.3.3.8 Water Level and Concentration Targets:

The District will provide water level and concentration targets as part of Task 2. These targets should be removed from the existing SEAWAT model by the Consultant and reimported into the MODFLOW-USG model. Target data will be compiled by the District from the earliest known records through 2016; however, calibration statistics will be based only on the 1994 through 2016 data.

3.3.3.9 Initial Concentrations:

The Consultant will set appropriate initial concentrations for a model run starting in 1900.

3.3.3.10 Drains:

There are four drain cells in the model representing spring locations. These shall be verified by the Consultant to ensure the correct translation of the coordinates once the translation to MODFLOW-USG has been completed.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 3 will be provided for District approval.

3.3.4 Task 4: Model Recalibration

A written Notice to Proceed with Task 4 will be provided by the District to the Consultant before the Consultant may start work on Task 4.

The focus will be on calibrating the saltwater transport within the Floridan Aquifer System inside the SWUCA-MIA. Using the ECCTX lateral boundary heads and hydraulic conductivities, the initial flow portion of the model shall be reasonably well calibrated. Small, local calibration shall be made to refine the flow calibration, but it is not expected that regional-scale adjustments will be required to achieve a good calibration of the flow system. As such, layer tops and bottoms shall not be modified at all. The hydraulic conductivities and storage are anticipated to only require small, local scale adjustments.

The primary focus of the recalibration will come from setting appropriate parameters to simulate historic saltwater transport starting from 1900 and simulating through 2016. Observed transient trends shall be closely matched in the concentration target wells, particularly those in the MIA.

Two separate simulations shall be constructed. The first will simulate solute transport from 1900 through 1994. The final heads and concentrations simulated in that model can be used as input to a second model that simulates conditions from 1994 through 2016. This will allow refinement of the calibration to be completed with more reasonable simulation time requirements.

This overall task is subdivided into 3 separate sub-tasks:

3.3.4.1 Task 4a: 1900 through 1994 Calibration 60% Calibration

A simulation will be run that approximates a rough starting point for concentrations and water levels in 1900. This will be run forward through 1994. For this sub-task, there will be a 60% calibration to conditions observed early in 1994.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 4a will be provided for District approval.

3.3.4.2 Task 4b: 1994 through 2016 Transient Run 60% Calibration

The 1994 through 2016 segment of the model will be 60% calibrated at the end of this task. The Consultant and District will come to an agreement at the start of the project on the criteria for this calibration status.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 4b will be provided for District approval.

3.3.4.3 Task 4c: Final Calibration

The final calibration for the entire 1900 through 2016 time frame will be completed in this sub-task. The Consultant and District will come to an agreement at the start of the project on the criteria for this calibration status.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting. A technical memorandum summarizing Task 4c will be provided for District approval.

The updated SWUCA Saltwater Intrusion Model will be submitted to the District at the conclusion of Task 4. This update will include the 1900 through 1994 portion of the model and the 1994 through 2016 portion of the model.

The MODFLOW-USG files will be provided to the District in a Groundwater Vistas (GWV) file format. GWV is a groundwater modeling interface produced by Environmental Simulations Incorporated (ESI). Consultant shall be required to have access to properly licensed Groundwater Vistas software.

3.3.5 Task 5: SWUCA Saltwater Intrusion Model 2025 Report Preparation

A SWUCA Saltwater Intrusion Model 2025 Report (Report) draft will be prepared to document the work performed under Tasks 1 through 4 including: model development, calibration, and sensitivity analysis.

The District will review the Report draft and provide comments to the Consultant. A final Report will be submitted within four weeks after Consultant's receipt of comments from the District incorporating the comments made by the District, unless a longer period of time is authorized in writing by the District Project Manager. It is anticipated that a major portion of each technical memorandum prepared at the end of Tasks 1 through 4 could be used in the final report.

The final Report shall be signed and sealed by a Professional Engineer or Professional Geologist licensed in the State of Florida.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting.

3.3.6 Task 6: Peer Review

The Consultant will allocate time and resources to respond to concurrent, outside peer review of this work. The Consultant shall anticipate peer review with at least two responses by the Consultant and one meeting during model calibration.

Minutes from all meetings held during execution of this task will be submitted within one week of the meeting.

3.3.7 Task 7: Meetings

The Consultant shall anticipate major milestone meetings via teleconference every six months. A teleconference meeting shall be anticipated every two weeks during the recalibration phase of the model, otherwise on a monthly basis for progress updates.

3.4 **DISTRICT RESPONSIBILITIES.**

The District will provide the Consultant with pertinent data and reports in District databases and files. The Consultant should anticipate data needs and provide the District with a minimum lead-time of one month for all data requests. All data sets developed for the updated SWUCA Saltwater Intrusion Model and for each scenario will be provided to the Consultant by the District.

All data, documentation, and deliverables will be transmitted between the District and the Consultant in an electronic file format as appropriate for the submittal and designated by the District's Project Manager. Files will be shared via a cloud storage service system provided by or otherwise approved by the District.

3.5 **SCHEDULE.**

Due to the critical nature of this work, the District anticipates the following timeframes will need to be adhered to. The below indicates the amount of time that each task must be completed within.

Task	Anticipated issuance of Notice to Proceed with Task from Execution of Agreement (Days)	Duration of Task (Days) from Notice to Proceed
1 - Convert SEAWAT Model To MODFLOW-USG	1	24
2 - Data Collection, Verification, And Evaluation	1	80
3 - Model Updates	63	46
4 - Model Recalibration		
4a - 1900 Through 1994 Calibration 60% Calibration	112	144
4b - 1994 Through 2016 Transient Run 60% Calibration	112	144
4c - Final Calibration	112	522
5 - Report Preparation	1	444
6 - Peer Review	462	172
7 - Meetings	1	633

PART IV - INSURANCE REQUIREMENTS

4.1 **INSURANCE REQUIREMENTS.**

See Insurance Requirement provision in the attached Sample Agreement.

The remainder of this page has been intentionally left blank.

PART V - EVALUATION PROCEDURES

5.1 EVALUATION.

Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each proposal using the criteria described in Paragraph 5.2 below. Each Evaluation Committee member will independently complete his or her evaluation of each response. Evaluation Committee members will meet at a public meeting to finalize the preliminary rankings of the proposals. At the Evaluation Committee Meeting, individual raw scores, including the cost schedule weighted score, will be ranked with the overall top-ranked Respondent receiving a ranking of one (1). The individual rankings will be totaled. The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings. In the event of a tie, the raw scores will be totaled, and the Respondent deemed to have the highest rank, will be the Respondent with the highest cumulative raw score.

After the rankings, the Evaluation Committee will decide on whether they wish to be provided with oral presentations or interviews from the top ranked firms. If they do, the Evaluation Committee, in its sole discretion, will determine the number of the highest ranked firms to provide oral presentations. If the Evaluation Committee determines they do not wish to be provided with oral presentations, the award shall be made to the highest ranked firm, subject to the provisions of this RFP. The Procurement Services Office will notify all proposers of the District’s decision to request presentations. Following oral presentations, Evaluation Committee members will finalize their evaluations at a public meeting. Individual raw scores will be ranked with the top ranked Respondent receiving the rank of one (1).

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, 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.

5.2 EVALUATION METHOD AND CRITERIA.

Proposals will be evaluated by the following criteria:

<u>Category</u>	<u>Point Range</u>
Organization Profile, Qualifications, and Experience.....	0 – 40
Respondent has:	
• Qualified Personnel with Proper Licensing and Certifications (4)	
• Experience Developing Large Regional Groundwater Models (8)	
• Experience Developing Large Regional Saltwater Transport Models (8)	
• Experience with Florida Hydrogeology (8)	
• Experience Building Models with MODFLOW-USG (5)	
• Positive feedback from references on similar past projects (7)	
Methodology / Approach.....	0 – 25
Respondent has:	
• A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the Project and all requirements of this RFP (10)	
• Demonstrated the ability to meet Project work schedule and time requirements for completion of the Project (10)	
• Availability to complete the Project based on their recent, current, and projected workloads (5)	

Technical Knowledge..... 0 - 15

Respondent has:

- A clear understanding of project goals and objectives (10)
- Quality, creativity, and depth in their solicitation response (3)
- Effective project management, controls, and communications (2)

Cost 0 - 20

Respondent's sealed cost (Attachment 1, Cost Proposal Response Form) shall be evaluated as follows: The lowest cost receives the maximum points. The lowest cost is then divided into itself or the other cost to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)

Example:	Score A	Score B	Score C
Vendor Proposed Cost	\$42,375.00	\$37,500.00	\$33,900.00
Weighted Score	80%	90%	100%
% Maximum Score	\$33,900 divided by \$42,375 = 80%	\$33,900 divided by \$37,500 = 90%	
	80% x 20 = 8	90% x 20 = 9	
Points Award	16	18	20

5.3 FINAL SELECTION.

The District anticipates that around January 12, 2024, the Notice of Intended Decision will be posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at www.demandstar.com.

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**ATTACHMENT 1
COST PROPOSAL RESPONSE FORM
FOR
REQUEST FOR PROPOSALS #23-4227
SWUCA SALTWATER INTRUSION MODEL**

COST PROPOSAL RESPONSE FORM				
ITEM #	DESCRIPTION	QUANTITY	UNIT	TOTAL ITEM COST (\$)
1	Technical Memorandum Summarizing Task 1 and Associated Meeting Minutes	1	Lump Sum	\$ _____
2	Technical Memorandum Summarizing Task 2 and Associated Meeting Minutes	1	Lump Sum	\$ _____
3	Technical Memorandum Summarizing Task 3 and Associated Meeting Minutes	1	Lump Sum	\$ _____
4	Technical Memorandum Summarizing Task 4a and Associated Meeting Minutes	1	Lump Sum	\$ _____
5	Technical Memorandum Summarizing Task 4b and Associated Meeting Minutes	1	Lump Sum	\$ _____
6	Technical Memorandum Summarizing Task 4c and Associated Meeting Minutes	1	Lump Sum	\$ _____
7	Updated SWUCA Saltwater Intrusion Model and Associated Meeting Minutes	1	Lump Sum	\$ _____
8	SWUCA Saltwater Intrusion Model 2025 Report and Associated Meeting Minutes	1	Lump Sum	\$ _____
9	Consultant Responses to Peer Review, Model Revisions, Report Revisions, and Associated Meeting Minutes	1	Lump Sum	\$ _____

TOTAL PROPOSAL AMOUNT \$ _____

TOTAL PROPOSAL AMOUNT IN WORDS (Type or Clearly Print):

**ATTACHMENT 2
REFERENCE FORMS
FOR
REQUEST FOR PROPOSALS #23-4227
SWUCA SALTWATER INTRUSION MODEL**

The below Reference Forms shall be utilized in providing references
as required in subsection 1.8.5, References.

The remainder of this page has been intentionally left blank.

**REFERENCE FORM
RESPONDENT
(Use one page per reference.)**

Part 1: Respondent's Name:

Respondent's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Respondent:

Project Name: _____

Project Model Location: _____

Respondent's Project Manager Name: _____

Respondent's Engineer/Geologist of Record: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Completion: _____

Description of Work Performed: _____

Involvement of Respondent's team (list their names and roles on the reference project):

**REFERENCE FORM
SUBCONSULTANTS
(Use one page per reference.)**

Part 1: Respondent's Name:

Respondent's Name: _____

Part 2: Subconsultant's Name:

Subconsultant's Name: _____

Part 3: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 4: Project Details performed by Subconsultant:

Project Name: _____

Project Model Location: _____

Subconsultant's Project Manager Name: _____

Subconsultant's Engineer/Geologist of Record: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Completion: _____

Description of Work Performed: _____

Involvement of Subconsultant's team (list their names and roles on the reference project):

**ATTACHMENT 3
PUBLIC ENTITY CRIMES STATEMENT
FOR
REQUEST FOR PROPOSALS #23-4227
SWUCA SALTWATER INTRUSION MODEL**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, I 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

- ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

RESPONDENT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

ATTACHMENT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
REQUEST FOR PROPOSALS #23-4227
SWUCA SALTWATER INTRUSION MODEL

Respondent certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The respondent's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the response, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Company:

By:

Signature of Authorized Representative	Date
--	------

Sample Forms Referenced in this RFP

**ATTACHMENT 5
SAMPLE AGREEMENT
FOR
REQUEST FOR PROPOSAL #23-4227
SWUCA SALTWATER INTRUSION MODEL**

AGREEMENT NO. 23CN0004227

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
SWUCA SALTWATER INTRUSION MODEL

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide SWUCA Saltwater Intrusion Model, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT has selected the CONSULTANT in accordance with the DISTRICT'S procurement policy; and

WHEREAS, CONSULTANT represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired 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 and reports 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 in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the District:
Kevin Vought
2379 Broad Street
Brooksville, Florida 34604
(352) 269-5941
kevin.vought@watermatters.org

Project Manager for the Contractor:

[Name]
[Address]
[City, State, Zip Code]
[Phone]
[Email]

Any changes to the above representatives or addresses 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 this Agreement. 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 the contract term set forth in Paragraph 6, Contract Period.
- 2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget developed in accordance with this Agreement. 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. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work, and is not authorized to approve any increase in the not-to-exceed amount.

3. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the CONSULTANT agrees to perform the services necessary to complete the Project in accordance with Part III, Scope of Work of RFB 23-4227. Any changes to the Scope of Work and associated costs, except as provided herein, must be agreed to in a formal written amendment approved by the DISTRICT and the CONSULTANT prior to being performed by the CONSULTANT, subject to the provisions of Paragraph 4, Compensation. The parties agree that time is of the essence in the performance of the Agreement.

- 3.1 The DISTRICT and the CONSULTANT hereby recognize the specialized expertise of the CONSULTANT'S key employees and subconsultants (_____), listed in the CONSULTANT'S proposal to RFP 23-4227, as part of the PROJECT team. Both parties further agree that replacement key team members or subconsultants 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 the PROJECT.

4. COMPENSATION.

The DISTRICT shall have no obligation to pay the CONSULTANT an item cost until the DISTRICT accepts the Task Deliverable(s) associated with that line item as listed in the Cost Proposal Response Form set forth in Exhibit "B." The CONSULTANT shall not submit an invoice until after the DISTRICT accepts the associated line item Task Deliverable(s). For satisfactory completion of the PROJECT, the DISTRICT will

pay the CONSULTANT a not to exceed amount of the sum of \$_____. The DISTRICT will have no obligation beyond this amount.

The DISTRICT agrees to pay the CONSULTANT in accordance with 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 for work satisfactorily performed by CONSULTANT. 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 1166
Brooksville, Florida 34605-1166

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.

- 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 Agreement number; (4) Dates of service; (5) the CONSULTANT'S Project Manager; (6) 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 Agreement (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 Agreement). 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 to this provision 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 (45) 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 termination or expiration of this Agreement.

4.5 By October 5th of each year of the 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.

4.6 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 the SWUCA Saltwater Intrusion Model Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 23CN0004227), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

4.7 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.

5. SUSPENSION OF PROJECT – EXTRA WORK.

5.1 The DISTRICT shall have the absolute right to terminate or suspend this Agreement, or modify the Agreement 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 this Agreement, or modifications to the Agreement 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 ("Extra Work"), the CONSULTANT shall within ten (10) days of such direction, notify the DISTRICT in writing of this opinion. The DISTRICT shall within twenty (20) 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 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 this Agreement 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 Agreement, the CONSULTANT shall resume its service until the Scope of Work is completed in accordance with the Agreement, 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 assigned PROJECT tasks 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 PROJECT 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 this Agreement, 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.

5.6 If the DISTRICT requires the CONSULTANT to assist with an audit of Agreement costs, such assistance shall not be considered Extra Work.

6. CONTRACT PERIOD.

This Agreement will be effective upon execution by both parties and will remain in effect through January 31, 2026, unless terminated pursuant to the provisions of this Agreement, or as amended or renewed in writing by the parties.

7. PROJECT RECORDS AND DOCUMENTS.

The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all Project related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the CONSULTANT shall similarly require each subconsultant to maintain and allow access to such records for inspection, review, or audit purposes. 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 will maintain all such records and documents for at least five years following completion of the PROJECT. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The CONSULTANT and any subconsultant understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

7.1 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. 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 352-352-205-8482, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

- 7.3 This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse CONSULTANT'S obligation to generate and provide the DISTRICT with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

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, two (2) sets three (3) if 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 the PROJECT. 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 the PROJECT shall be made available to the DISTRICT if requested by the DISTRICT.
- 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 the Agreement.

- 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 the Agreement 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.
- 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 if requested by the DISTRICT. 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 the Agreement. 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 (5) years after completion of the Agreement, the CONSULTANT agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement. 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 the Agreement without first obtaining the DISTRICT'S written consent.
- 8.7 The provisions of this Ownership of Reports, Documents and Other Materials Paragraph 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 the Agreement 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 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 PROJECT tasks 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 Professional liability (errors and omissions) insurance in a minimum amount of:

\$1,000,000 each occurrence / \$2,000,000 project aggregate

12.2 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the professional liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

12.3 The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes, 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 CONSULTANT as stated in Chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

- 12.4 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 (5) business days of the CONSULTANT'S notice of such cancellation or change from its insurance carrier.
- 12.5 The CONSULTANT must obtain certificates of insurance from any subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subconsultant by the CONSULTANT'S insurance policies.

13. TERMINATION WITHOUT CAUSE.

This Agreement 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, and are allowed under this Agreement. If the Agreement 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 termination or expiration 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, as 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 (30) days after receiving the Notice of Termination, 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. If the CONSULTANT assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

17. LAW COMPLIANCE.

The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related 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.

18. 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 subconsultant affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the CONSULTANT or its subconsultant 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 subconsultant 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: <http://www.dhs.gov/E-Verify>.

19. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement, if in state court will 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.

20. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement 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 termination or expiration of this Agreement.

21. 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.

22. 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.

23. 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.

24. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

25. 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.

26. 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.

27. 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 dollars 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.

28. 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.

29. 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 and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement Fee Schedule 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.

30. ENTIRE AGREEMENT.

This Agreement and the attached 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.

31. 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.

32. 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 "A," then to Exhibit "B," then to the DISTRICT'S RFP 23-4227, then CONSULTANT'S Proposal to RFP 23-4227.

Exhibit "A" – Deliverable Acceptance and Performance Evaluation
Exhibit "B" – Cost Proposal Response Form (As negotiated, if applicable.)
RFP 23-4227 SWUCA Saltwater Intrusion Model Project
CONSULTANT'S Proposal to RFP 23-4227

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: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
SWUCA SALTWATER INTRUSION MODEL

EXHIBIT "A"
DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION

A. DELIVERABLE ACCEPTANCE DETERMINATION.

PROJECT deliverables are outlined in the DISTRICT'S Agreement. The DISTRICT'S 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 Agreement and approved by the DISTRICT'S Project Manager at the pre-submittal meeting. 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 Project Manager including suspension as specified in Paragraph 5, or Agreement termination as specified in Paragraphs 13 and 14 of the Agreement.

B. PERFORMANCE EVALUATION.

The DISTRICT shall evaluate the CONSULTANT'S performance throughout the Agreement in performance categories including but not limited to: 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 the Agreement. Each invoice submission must include an Agreement 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, 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 Agreement.
2. Communications - The CONSULTANT'S Project Manager is expected to respond in a timely manner to inquiries and requests made by the DISTRICT'S 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 - Team members presented in the CONSULTANT'S response to the DISTRICT'S solicitation 23-4227 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 - An Agreement that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

EXHIBIT "B"
COST PROPOSAL RESPONSE FORM

Insert negotiated Cost Proposal Response Form, as appropriate, here.

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