

SOLICITATION COVER SHEET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT – REQUEST FOR QUALIFICATIONS

SUBMIT PROPOSALS TO: PROCUREMENT OFFICE (MAIL CODE: BKV-4-PRO)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899

DIRECT INQUIRIES TO: SHERRY D. WOOTEN
Phone: 352-796-7211, Ext. 4146; Fax: 352-754-3497; E-mail: Procurement@watermatters.org

DATE POSTED: April 2, 2021	PROPOSALS WILL BE OPENED: May 4, 2021 at 2:00 PM
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PRE-PROPOSAL CONFERENCE: **Not applicable**

ORAL PRESENTATIONS: **Not applicable**

SOLICITATION TITLE: RFQ 2108 Consultant for Little Manatee River Ecosystem Restoration Area 8

SPECIFICATIONS: Consultant to provide professional surveying, engineering and environmental services to implement an ecosystem restoration project within the Little Manatee River corridor. This project site is located in Hillsborough County near Wimauma and consists of approximately 1,423 acres, much of which was used historically for agriculture.

Respondent Name:		Reason for No-Bid:
Mailing Address:		
City-State-Zip:		
Telephone Number: () -	FAX 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 solicitation 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 solicitation and certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ) # 2108
CONSULTANT FOR LITTLE MANATEE RIVER ECOSYSTEM RESTORATION AREA 8

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PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this solicitation 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 consultant, organization, firm, or other entity submitting a proposal to this solicitation. "Sub-Respondent" means any subconsultant 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 the preparation of a proposal for this solicitation. 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 solicitation.
- 1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA.** The District reserves the right to delay scheduled solicitation due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this solicitation will be in the form of written Addenda to the solicitation documents. Respondents will acknowledge receipt of all such Addenda in their proposals.

District solicitations, addenda and questions and answers (Q&A) are available for review and may be downloaded from the District's website at: <http://www.watmatters.org/procurement> and at: www.demandstar.com. Persons receiving solicitations from these Internet websites are responsible to recheck the website for any addenda or Q&As.

No interpretation of the meaning of the specifications or other solicitation documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting solicitation documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risk or obligations or relieve it from fulfilling any and all conditions of this solicitation.

- 1.5 PRE-PROPOSAL CONFERENCE.** Not Applicable
- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this solicitation provided that one (1) is designated as "Prime" Respondent. The other firms will be referred to as "Sub-Respondents." 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 the proposal 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 Solicitation Cover Sheet.
- 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 should be prepared utilizing the following format:
- The original hardcopy in Section 2.1, General Information, of this RFQ must be provided in a three-ring binder adequate in size to effectively contain the Respondent's submittal.

- The electronic copy identified in Section 2.1, General Information, of this RFQ.
- Unless otherwise specifically noted, the response must be on 8.5" x 11" paper printed on both sides, except for charts, graphs or tables, which may be on 11" x 17" paper printed on one side. All sections are to be tabbed and pages clearly numbered.
- Text will be single-spaced, 12-point font, except for headers, footers, charts, graphs or tables, which may be 10-point font. All information furnished must be legible.
- All pages must be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- The titles in the Table of Contents must be the titles provided in Subsection 1.8, Proposal Format. The required electronic copy must be an exact Adobe™ Portable Document Format File (.PDF) copy of the signed original. Discrepancies between the original and electronic PDF copy may result in rejection of the proposal in accordance with Paragraph 1.15, Right to Accept or Reject Proposals.

1.8.1 Document Submittals. Provide in detail an overview of the Respondent's firm, the Respondent's organizational structure, including Sub-Respondents, and a detailed technical and management approach to the types of professional services requested. Provide the firm's organizational structure, showing management, division and department structure, by title, of the Respondent and all Sub-Respondents. Provide in detail the Respondent's Team Organization and ability to perform the required services of this RFQ.

1.8.1.1 Solicitation Cover Sheet - This tabbed section of the response will outline the Respondent's and Sub-Respondents' organizations. Respondents must sign and return the Solicitation Cover Sheet with their submittal.

1.8.1.2 Addenda Acknowledgements - This tabbed section will acknowledge the Respondents receipt of and understanding of any and all changes to the scope of services of the RFQ. Any addenda must be printed, signed by an authorized signatory of the Respondent and submitted with the response.

1.8.1.3 Letter of Transmittal - This tabbed section should not exceed two (2) pages and should briefly state the Respondent's understanding of the work to be performed, make a positive commitment to perform the work in a timely fashion and furnish staff and resources throughout the entirety of the agreement. This letter must include a willingness to offer replacement key team members with equal or more qualified personnel during the term of the agreement. This letter must be signed by an authorized signatory that has full authority to negotiate for the Respondent and must provide the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers.

1.8.1.4 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.

1.8.1.5 Volume of Work - List the Prime Respondent and all Sub-Respondent names, including names of acquired or merged firms for the three (3) years prior to the posting of this solicitation.

1.8.1.6 Professional Qualifications - See Part III – Paragraph 3.3, Professional Qualifications, for details.

1.8.1.7 Scope of Work - See Part III - Paragraph 3.4, Scope of Work, for details.

1.8.1.8 Completion of all Proposal Documents In addition to the proposal submission requirements listed in the Subparagraphs 1.8.1.1 through 1.8.9 all proposal documents and forms listed below must be completely and accurately filled out and submitted with the submittal. 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 solicitation on each Addendum Form issued with their proposal.
- Attachment 2 – Public Entity Crime Statement.
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements.

1.8.1.9 Cost/Fees – Costs and fees will not be submitted with your proposal. Fee Schedules will be negotiated with the most qualified firm(s) as provided in Part V, Evaluation Procedures, of this RFQ and Section 287.055, F.S.

1.9 ORAL PRESENTATIONS. N/A

1.10 PROPOSAL OPENING. The proposal opening will be public, on the date and at the time specified on the Solicitation Cover Sheet. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time to the specified location. Proposals that for any reason are not so delivered will not be considered.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals.

Proposals MUST be identified with the solicitation title as identified on the Solicitation Cover Sheet and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals MUST be placed in a sealed envelope properly identified within the Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

By submitting a proposal, Respondent agrees to all the terms and conditions of this solicitation and those included in the Sample Agreement attached hereto as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no proposal changes were presented. If a Respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, Respondent must submit its request under the procedure set forth in Paragraph 1.11, Technical Questions.

In light of the COVID-19 pandemic, the District is providing you with a virtual option to join the Proposal Opening. The Proposal Opening will begin at 2:00 p.m. on May 4, 2021 and will end upon the conclusion of all responses being opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the **“Join Microsoft Teams Meeting”** title below. You may also click on or copy and paste the following URL into your browser:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 786-749-6127](#) United States, Miami
Phone Conference ID: 222 248 759#
Teams Link: <https://bit.ly/30K10hz>

1.11 TECHNICAL QUESTIONS. All questions must be presented in writing to Procurement@watermatters.org, the address as stated in Paragraph 1.27, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number, 352-754-6884, for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of the proposal opening, and the solicitation title and number. Respondents are responsible to check the District's website as specified in Paragraph 1.4 of this solicitation, 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, F.S., 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 (5%) or more in the Respondent's firm or any of its branches.

1.13 PROPOSAL WITHDRAWAL. Proposals may be withdrawn by written notice signed by the same person who signed the Solicitation Cover Sheet and received at any time prior to the opening. Proposals may be withdrawn in person by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

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 Respondent. Any information, reports or other materials given to, prepared or submitted in response to this solicitation will be subject to the provisions in Chapter 119, F.S., 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 CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intended Decision pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 2, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

1.15 RIGHT TO ACCEPT OR REJECT PROPOSALS. Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation 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 solicitation 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 solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.16 NOTICE OF INTENDED DECISION. The Notice of Intended Decision will be posted for review by interested parties on the District's website at: <http://www.watermatters.org/procurement>, at: www.demandstar.com, and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.

- 1.17 PROTESTS.** Any Respondent who protests the specifications, or Notice of Intended Decision, must file with the District a notice of protest and a formal protest in compliance with Chapter 28-110, F.A.C., and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.18 AGREEMENT INFORMATION.** The contents of the proposal of a successful Respondent will be incorporated into a written Agreement in terms acceptable to the District at its absolute discretion. A Respondent's failure to accept this condition will result in the cancellation of any award. A sample Agreement is attached as Attachment 1.
- 1.19 TRUTH IN NEGOTIATION.** Any Agreement resulting from this solicitation 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 (1) year following the end of the Agreement.
- 1.20 INDEMNIFICATION.** The Respondent agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance under any Agreement resulting from this solicitation.
- 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 Agreement with the District.
- 1.22 TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the District without cause upon written notice to Respondent. Termination will be effective on the date provided in the notice. In the event of termination under this paragraph, Respondent 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 Project Budget and are allowed under the Agreement. If the Agreement is so terminated, Respondent 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 Respondent.
- 1.23 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 solicitation. 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. Respondent will obtain and maintain all permits and licenses necessary for its performance under this solicitation.
- 1.24 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, ext. 4706 or 1-800-423-1476 (FL only), ext. 4706; TDD (FL only) 1-800-955-8771; Voice 1-800-955-8770; or via email to ADACoordinator@WaterMatters.org.

1.25 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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 Respondent, supplier, sub-respondent, 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, F.S., for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a proposal to this solicitation, the Respondent certifies that it is not on the convicted vendor list. Respondent further agrees to notify the District if placement on this list occurs.

1.26 EMPLOYMENT ELIGIBILITY VERIFICATION. In accordance with Section 448.095, F.S. Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses 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) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with Section 448.095, F.S. and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining sub-respondent affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that Respondent or its sub-respondents of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent and each sub-respondent performing through Respondent 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>. This provision shall be incorporated into any resulting contract with the District. Further, Respondent shall include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations under Section 448.095, F.S.) in every subcontract of any tier arising out of or related to any resulting contract with the District.

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

**Procurement Office (BKV-4-PRO) Building 4
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: Procurement@watermatters.org**

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this solicitation will be sent to the Respondent at the address listed on the Solicitation Cover Sheet.

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

1.28 BACKGROUND CHECKS. The District will require the selected Respondents to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checks as Respondent may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

1.29 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful Respondent(s), purchases may be made under this RFQ 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 solicitation and Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

1.30 SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., 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 solicitation, 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 the Respondent's proposal.

PART II - INTRODUCTION

2.1 GENERAL INFORMATION. It is the intent of the District to contract with an experienced, well-qualified Consultant to provide professional surveying, engineering and environmental services to assist the District's Surface Water Improvement and Management (SWIM) staff in design, bid services, and construction engineering services for an ecosystem restoration project within the Little Manatee River corridor. The Project site is located along the Little Manatee River near Wimauma and consists of 1,423 acres, much of which was used historically for agriculture. The Project conceptual design is provided in Figure 3, Little Manatee River Nature Preserve, Conceptual Restoration Plan Feasibility, completed in October 2018. This RFQ focuses on Area 8 of the Little Manatee River Corridor identified in the study. Proposed restoration activities include creation/enhancement of nine freshwater wetlands, totaling approximately 52 acres. These wetlands may polish agricultural runoff and create additional native communities. Upland restoration activities focus on restoring approximately 487 acres of uplands. The remaining estimated 884 acres are mostly native species of uplands and wetlands which will require selective removal of non-native communities and supplemental planting of native upland and freshwater wetland communities. The Project is being coordinated by the SWIM Program of the District in cooperation with the Conservation and Environmental Lands Management Department of Hillsborough County (County).

To be considered, **one (1) original, four (4) hardcopies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF)** of a proposal **must** be received by the District's Procurement Services Office (BKV-4-PRO), Building 4, at Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **February 28, 2019 at 2:00 PM EST**. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from the Respondents for clarification purposes. At the discretion of the District, the Respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this solicitation.

This solicitation is in accordance with and pursuant to Section 287.055, F.S., "Consultants' Competitive Negotiation Act" (CCNA).

- 2.2 BACKGROUND INFORMATION.** The District is one of five regional 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 agreement resulting from this solicitation is 3 years. This Agreement is effective upon execution by the parties and will remain in effect for three (3) years.
- 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 QUALIFICATIONS ISSUED	April 2, 2021	
DEADLINE FOR TECHNICAL QUESTIONS	10 calendar days prior to opening	

General Request for Proposal questions will be answered by telephone Monday through Friday from 8:30 a.m. to 3:30 p.m., Eastern Time.

*Technical questions must be submitted in writing, by mail, e-mail, or fax **no later than ten (10) calendar days before the opening date** in accordance with the procedure set forth in Section 1.11, Technical Questions. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.*

All District contact must be through Procurement Office (BKV-4-PRO), Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132; fax number 352-754-3497; E-mail: Procurement@WaterMatters.org.

SUBMISSION DEADLINE	May 4, 2021	2:00 PM
EVALUATION COMMITTEE MEETING	May 26, 2021	10:00 AM
Held at:	Southwest Florida Water Management District 7601 Highway 301 North (Governing Board Room) Tampa, Florida 33637-6759	

All visitors must report to the lobby to sign in and be issued a visitor's badge.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Evaluation Committee Meeting for RFQ 2108 Consultant for Little Manatee River Ecosystem Restoration Area 8 (W301). The meeting will begin at 10:00 a.m. on May 26, 2021 and will end upon the conclusion of the discussion, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127](#) United States, Miami

Phone Conference ID: 129 632 231#

Teams Link: <https://bit.ly/39eZGI8>

NOTICE OF INTENDED DECISION

June 2, 2021

TBD

AGREEMENT EXECUTION

TBD

TBD

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PART III – NATURE OF SERVICES REQUESTED

3.1 PROJECT DESCRIPTION. The Little Manatee River Corridor Area 8 Project is located within the Little Manatee River watershed, southeastern Hillsborough County, in Sections 22, 23, 26, and 27 of Township 32, Range 20 (Figures 1 and 2) on public lands owned by the District. Area 8 is bordered by agricultural fields with non-native communities occurring along both the northern and southern fringes. The Little Manatee River flows through this area in a central riverine corridor composed of existing native communities. Habitat mapping was performed in 2017 and 2018 utilizing Florida Land Use, Cover and Forms Classification System (FLUCFCS) maps which were field verified. Area 8 FLUCFCS Code findings included approximately 302 acres of FLUCFCS Code 411-Pine Flatwoods, 275 acres of Code 615 – Stream and Lake Swamp Bottomland, 200 acres of Code 434-Hardwood Conifer Mixed, 198 acres of Code 211-Improved Pastures, 141 acres of Code 212-Unimproved Pastures, 108 acres of Code 261-Fallow Crop Land, with the remainder of categories representing less than 50 acres each. Burrowing Owls are located within the open pasture habitat in Area 8. Piezometer wells, to determine groundwater depths, were established for each proposed wetland footprint in the summer of 2019. Since September 20, 2019, groundwater levels are measured twice each month.

The majority of the fallow farm fields are dominated by cogon grass (*Imperata cylindrica*), bahiagrass (*Paspalum notatum*), and other non-native plants such as bermudagrass (*Cynodon spp*), torpedo grass (*Panicum repens*), natal grass (*Melinis repens*), Brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia spp*), praxelis (*Praxelis clematidea*), hairy indigo (*Indigofera hirsuta*), and Caesar's weed (*Urena lobate*). The site also contains native species such as: wax myrtle (*Myrica cerifera*), broomsedge (*Andropogon spp*), saw palmetto (*Serenoa repens*), flat-top goldenrod (*Euthamia graminifolia*), blackberry (*Rubus argutus*), and various native grasses.

Based on soil type and interpretation of 1938 aerial photography, the site appears to have previously supported pine flatwoods and scrubby flatwoods. Until becoming public property, the property was used for agricultural purposes, with the area's hydrology altered due to construction of agricultural drainage ditches. Cessation of agricultural activities have allowed non-native and nuisance plants to dominate much of the site.

The Project will restore/enhance freshwater wetland communities complementary with various upland habitats (e.g., pine flatwoods, hammocks). Restoration of these communities will help offset habitat losses suffered throughout Tampa Bay and will prove valuable for the public and thousands of coastal species that use the Tampa Bay ecosystem. Restoration of the site will be meeting goals of management plans of both the SWIM Program as well as the Tampa Bay Estuary Program. The Project will involve the design and permitting of the ecosystem restoration project, followed by Project construction.

A map showing the Project site and the surrounding area is provided as Figure 1. The conceptual plan is provided as Figure 2.

The Project will require a third-party review of the 30% design level package by a District hired consultant which will provide the necessary information to support the appropriated funds for continued design, permitting and construction.

3.1.1 Third-Party Review (TPR). The District shall commence and complete a third-party review on the 30% design level package. The District will select and contract with an independent consultant that is not a member of the Consultant's design team. The Consultant shall fully cooperate in making all pertinent and appropriate Project documents available to the District's third-party review consultant in a timely manner. The Consultant will cease performing Project work upon completion of the 30% design level package to allow the District to complete the third-party review and present the report to the District's Governing Board. The District is not liable to the Consultant for any expenses or costs incurred due to the delay in Project work due to the performance of the third-party review and presentation to the Board.

The Agreement resulting from this RFQ may be terminated by the District after the District's Governing Board is presented with the third-party review of the 30% design level package. The District is not obligated to pay for any post-30% design work until the District's Governing Board approves the third-party review.

3.1.2 The District's Project Manager shall provide written notice to the Consultant advising of the District Governing Board's determination within ten (10) days of the determination.

3.2 **WORK OBJECTIVE.** The primary objective of this Project is the design and implementation of habitat creation and hydrologic restoration consistent with the Conceptual Design proposed in Figure 3, Little Manatee River Corridor Feasibility Study. The Consultant shall assist the District to comply with feasibility analysis, third-party review, preliminary and final design; permitting; preparation of construction plans and technical specifications; bidding; and construction management.

3.2.1 Design elements shall include:

- 3.2.1.1** Excavation of disturbed upland areas (in many cases, filled wetlands) to create hammock, transitional, and freshwater wetland habitats that can be hydrologically connected to the Little Manatee riverine system.
- 3.2.1.2** Enhancement/restoration/creation of upland and/or freshwater wetland communities.
- 3.2.1.3** Removal of all exotic and nuisance vegetation from project areas.
- 3.2.1.4** Installation of appropriate wetland, transitional, and upland plants per habitat type.
- 3.2.1.5** Where appropriate, existing good quality upland, transitional, and wetland habitats shall be preserved and incorporated into the design.
- 3.2.1.6** As appropriate, address polishing of stormwater entering the site.
- 3.2.1.7** Designs will need to consider/allow incorporation of adjacent land parcels that are available to the District for restoration.
- 3.2.1.8** The Consultant shall complete the design draft to the 30% design level, and provide the Basis of Design report that includes the resource benefit calculations and methodology, estimate of construction cost and performance schedule and shall include sufficient information for the third-party review, and shall at a minimum include the following along with any additional information necessary for the third-party review, such as:
 - Project scope and objective
 - Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
 - Site surveys and geotechnical investigation reports
 - Earthwork analysis (balanced project or need for fill or haul of excess material)
 - Existing utilities assessment and coordination
 - Design alternatives feasibility analysis
 - Design recommendations, construction cost estimates, assessment of project budget adequacy
 - Permitting requirements (agencies listed and type of permit(s) required); key permitting issues
 - Preliminary site layout showing property boundary, general arrangement of facilities on the site
 - Identify major construction methodology and cross-sectional features
 - Project benefits/cost analysis

3.3 **PROFESSIONAL QUALIFICATIONS.** Respondents must provide the following documentation to substantiate their qualifications to provide the services set forth in this solicitation.

3.3.1 This solicitation requires the services of a Professional Surveyor and Mapper and an American Society of Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist (CP). The following information is required to verify that the Respondent and all surveyors and mappers working on District projects are licensed to provide the professional services in the State of Florida, in accordance with Chapter 472, F.S., and Chapter 5J-17, F.A.C.:

3.3.1.1 Copy of Respondent's current Board of Professional Surveyors and Mappers "Certificate of Authorization";

3.3.1.2 Names and Florida Professional Surveyor and Mapper (PSM) license numbers of all surveyor and mappers proposed for this solicitation, in accordance with Chapter 472, F.S.; and

3.3.1.3 Copy of Respondent's current ASPRS Certification.

3.3.2 Respondents must have a Professional Surveyor and Mapper as the Project Manager for the Project.

3.3.3 Resumes of key team members detailing years of experience, years working with the Respondent or Sub-Respondents, relevant software or other proficiencies and significant accomplishments.

3.3.4 Respondents must provide a minimum of three references from organizations that they completed recent projects for within the last five (5) years, that are similar in scope and complexity to this Project, including all major aspects of the scope of work.

3.4 **SCOPE OF WORK.** The Scope of Work for the Project has been subdivided into four individual work elements consisting of the Preliminary Design (Phase 1), the Final Design and Environmental Permitting (Phase 2), Construction Services (Phase 3), and General Administration. The major tasks associated with each of the four individual work elements are defined below.

Respondents must clearly address their approach, time schedule, activities work products, and prior experience for each of the tasks detailed below. To facilitate the review process, all proposals must be formatted using the section and sub-section numbers and titles detailed below.

3.4.1 **PHASE 1 – PRELIMINARY DESIGN**

3.4.1.1 TASK 1 – 1 PROJECT KICK-OFF MEETING. The Consultant shall attend an initial project kick-off meeting with staff of the District SWIM program and Hillsborough County to review: the overall and specific Project objectives; Project schedule; data and/or other available information needed by the Consultant for the Project; lines of communication; and other pertinent Project related matters. Minutes of the kick-off meeting shall be prepared by the Consultant and distributed to all parties attending the meeting within five (5) working days of the meeting.

3.4.1.2 TASK 1 – 2 DATA COLLECTION AND REVIEW. The Consultant shall meet with representatives of the District, Hillsborough County, United States Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and others as may be necessary to review available Project-related information and/or data relating to the Project site. This review may include piezometer data, geotechnical reports, aerial photography, hydrologic data, field survey data, and other information that may have been developed or obtained for the Project. At the request of the Consultant, the District shall provide the Consultant with any District owned aerial topographic mapping for those sections of land covering the Project site and digital files for any Geographic Information System (GIS) coverages the Consultant feels are needed for the preliminary and final design efforts. For publicly owned tracts, copies of boundary surveys and various topographic data for the Project site also can be provided to the Consultant by the District

and/or the District's cooperators. The Consultant is responsible for identifying data needs for the Project.

- 3.4.1.3 TASK 1 – 3 SITE RECONNAISSANCE.** The Consultant shall review Figure 3, Little Manatee River Corridor Feasibility Study Area 8 Conceptual Plan and, with District's SWIM staff, shall perform site reconnaissance of the Project to confirm and clarify existing site conditions, access points, and to assess opportunities for habitat restoration.
- 3.4.1.4 TASK 1 – 4 DEVELOP PRELIMINARY/30% DESIGNS.** The Consultant shall meet with SWIM and Hillsborough County staff to review the conceptual plan and receive direction regarding Project objectives and priorities. The Consultant shall develop a draft 30% design level package for the Project. The Consultant will present the draft 30% design level package to SWIM and Hillsborough County staff. Up to 1,423 acres may be targeted for restoration, enhancement, and/or creation of habitats. As appropriate, the Consultant shall attend regularly scheduled progress and review meetings for the duration of the Project. The Consultant shall provide a draft report summarizing results of Tasks 1-2, 1-3, and 1-4, reviewing the Project's conceptual plan and guidance for the proposed restoration, inclusive of potential problems. As feasible, plans should be plotted overlaying aerial photographs for ease of understanding Project elements relative to existing site features.
- 3.4.1.5 TASK 1 – 5 COORDINATION WITH REGULATORY AGENCIES.** During the feasibility study, the District and Hillsborough County met with representatives of the FDEP, USACE, and Hillsborough County Environmental Protection Commission (HCEPC) to review the conceptual plan for Area 8. The Consultant will review the initial coordination meeting notes and initiate follow-up meetings as design efforts move further along to establish specific permitting requirements. The Consultant will coordinate and participate in permitting meetings with appropriate agencies.
- 3.4.1.6 TASK 1 – 6 FIELD SURVEY.** The extent of survey work shall be decided after review of the conceptual plan and piezometer data. Survey work is envisioned to be necessary primarily for wetland designs and may not be necessary for upland restoration. Accordingly, the Consultant will recommend survey needs.

Based on the approved preliminary designs, the Consultant shall perform field survey work, as required for the purpose of establishing cut and fill volumes for earthwork of the Project and/or for locating ditches, pipes or defining slopes from off-site contributing drainage features for use in the preparation of construction plans. Project access routes may require survey as some sites are remote from County roads. All field survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work as set forth in Chapter 472, F.S. Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment. Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights. All survey work shall be performed under the direct supervision of a registered surveyor in the State of Florida. This work includes, but is not necessarily limited, to the following:

- 3.4.1.6.1** Establishing survey baselines and temporary benchmarks at the Project site.
- 3.4.1.6.2** Obtaining topographic information as needed at the Project site for preliminary and final design (e.g., earthwork and/or drainage calculations).

- 3.4.1.6.3 Obtaining bathymetry and/or cross sections for channels, or other open water areas needed for preliminary and final designs.
- 3.4.1.6.4 As required by permitting agencies, locating field-established jurisdictional wetland lines in the vicinity of proposed work at the Project site. As needed, the Consultant shall be responsible for flagging jurisdictional wetland lines. Field surveyed jurisdictional lines may not be required by permitting agencies, and hence, may not be necessary; permitting agencies may approve a flagged jurisdictional line and allow this line to be drawn on aerial photographs submitted with the permit application(s) but not require to have the line surveyed.
- 3.4.1.6.5 Locating existing utilities in the vicinity of proposed work at the Project site.
- 3.4.1.6.6 As appropriate, locating gopher tortoise burrows within the Project site.
- 3.4.1.6.7 As appropriate, locating and identifying all trees greater than 4" diameter at breast height (DBH) in areas of proposed work at the Project site. In many cases, this shall entail just locating and labeling an area as "upland preservation and enhancement" with no need to survey individual trees although the footprint of the preserve area shall need survey.

3.4.1.7 TASK 1 – 7 GEOTECHNICAL INVESTIGATION. Perform geotechnical investigations at the Project site to adequately characterize subsurface conditions. The Consultant shall provide a narrative report summarizing the investigative procedures and the results of the geotechnical investigations and analyses, together with an assessment of design constraints, if any, due to soils and subsurface conditions.

- 3.4.1.7.1 All soils and geotechnical investigations and analyses shall be performed by a professional firm qualified and licensed in the State of Florida to render such services.
- 3.3.1.7.2 Methods and equipment used in obtaining soil samples and geotechnical information shall be compatible with Project's design requirements.
- 3.3.1.7.3 Soil samples are to be obtained from proposed areas of excavation, extending at a minimum to the total depth of two feet below the proposed excavation; potential major structure locations; and at any other location deemed necessary to adequately evaluate soil conditions with respect to Project's design requirements, construction access points and construction costs.
- 3.3.1.7.4 Pertinent soil information, including water table elevations and rock strata encountered, shall be clearly identified in a narrative report. The report shall summarize the investigative procedures and the results of the soils and geotechnical investigations and analyses, as well as provide an assessment of design constraints, if any, due to soils and geotechnical conditions.
- 3.3.1.7.5 Additional geotechnical investigations and analyses may be performed during the Phase 3 Final Design to evaluate foundation conditions for proposed structures.

3.4.1.8 TASK 1 – 8 PRELIMINARY DESIGN SUBMITTAL (30%). Using the results of field survey work and geotechnical investigations, the approved conceptual plan shall be refined by the Consultant and the District. The Consultant shall prepare base maps for the Project site at an appropriate horizontal scale that shows the construction baseline, property lines, existing site topography, jurisdictional wetland lines and soil/sediment boring locations. On the base maps the Consultant shall superimpose proposed Project design, complete with all contouring, structures, etc. Typical cross sections shall be provided for the Project site adequate to depict the proposed work. The Consultant shall submit this information to the District for review in the form of a technical memo that shall be considered the Preliminary Design Submittal. Included in the technical memo shall be a preliminary cost

estimate for the Project along with any other pertinent Project related information that may have an impact on the final design of the Project. Four copies of the submittal shall be provided to the District, and, as appropriate, Hillsborough County.

3.4.1.8.1 The Consultant shall meet with the District's SWIM staff and, as appropriate, Hillsborough County to review their respective comments on the Preliminary Design Submittal. The Consultant shall incorporate the comments into the final design as directed by the District.

3.4.1.8.2 Proceeding to final design will be determined after the District's Governing Board is presented with 30% design level package. Direction shall be given to the Consultant at that time.

3.4.1.8.3 After the District's Governing Board is presented with 30% Design Package, direction shall be given to the Consultant, as to proceeding to final design of the Project.

3.4.2 PHASE 2 – FINAL DESIGN AND ENVIRONMENTAL PERMITTING

3.4.2.1 TASK 2 – 1 PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS.

The Project is currently envisioned to be constructed by an independent general contractor under a single construction contract; therefore, fully developed detailed construction documents (i.e., construction plans, technical specifications, and bid documents) shall be prepared by the Consultant.

3.4.2.2 DESCRIPTION OF DATA ACQUISITION AND PROCESSING WORKFLOWS. Identify all workflows involved in collecting, processing and delivering of control and accuracy surveys from the planning to completion phases. Quality control and assurance procedures must be clearly defined.

3.4.2.2.1 Plan sets shall include the following sheets:

- Cover Sheet with Location Map
- Estimated Quantities Sheet
- Symbols/General Notes Sheet
- Survey Control Sheet
- Grading Plan Sheet(s)
- Erosion and Turbidity Control Plan Sheet
- Cross Sections Sheets
- Planting Plan Sheet(s)
- Miscellaneous Details Sheet(s) (if applicable)
- Structure Details (if applicable)

3.4.2.2.2 The plans shall be prepared to acceptable standards of draftsmanship in a manner to ensure clarity and legibility of reproductions. Where appropriate, information on the aforementioned sheets can be consolidated onto a single sheet with District approval.

3.4.2.2.3 Construction plans shall show existing right-of-way and easement lines, property lines, topographical features, and existing facilities sufficient to permit the evaluation of Project impact on abutting land and facilities (e.g., fences, walls and ornamentals). Trees of 4" or greater DBH and/or groups of trees in the designated construction areas that are to be protected shall be accurately plotted and identified, as appropriate, to species and size or, at a minimum whether they are upland/hammock, or freshwater wetland preserve areas. Existing underground utilities, drainage structures, pipes and other facilities affected or potentially affected by the Project's construction shall be shown on the plan sheets.

- 3.4.2.2.4** Draftsmanship (lines and lettering) shall conform to samples available from the District. Plans shall be clearly legible and easy to read for construction purposes and for scanning. To achieve this, all lines and notes relative to proposed construction shall be of heavier line weight and larger size than lines and notes relating to existing facilities and topography.
- 3.4.2.2.5** Construction plans sheets in the plans sets shall be 22 inches by 34 inches in size. Borders and title blocks shall conform to current District format. All drawings shall meet the statutory requirements for plans filed for public record. All required disciplines shall be addressed, including survey, civil, environmental, geotechnical, mechanical, and electrical engineering. Upon request, the District shall provide an example set of construction plans to the Consultant demonstrating the expected quality of construction plan sets needed for the Project.
- 3.4.2.2.6** The Professional Engineer in responsible charge for the design of the Project (Engineer of Record) shall affix to the cover sheet of the final construction plans the firm's name, his/her signature and registration number as a Professional Engineer in the State of Florida.
- 3.4.2.2.7** Five (5) review sets of the construction plans are to be submitted by the Consultant at the sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completion points for review and comment by the District and other Project cooperators. Updated cost estimates shall accompany the 60% and 100% completion submittals. The Consultant shall meet with District and other cooperators to review comments on the 60% and 100% completion submittals. Comments on the 60% submittal shall be addressed or incorporated, as appropriate and as directed by the District, by the Consultant in the 100% plan submittal; comments on the draft 100% submittal shall be addressed or incorporated, as appropriate and as directed by the District, by the Consultant in the final deliverable 100% plan submittal.
- 3.4.2.2.8** The 100% submittal shall include the following:
 - 3.4.2.2.8.1** The CADD drawings of the construction plan sets for the Project along with the digital design files for the Project.
 - 3.4.2.2.8.2** Six complete plan sets for the Project signed and sealed by the engineer(s) of record (note: each drawing is to be signed and sealed).
 - 3.4.2.2.8.3** Final Engineer's estimate of probable construction cost for the Project.
 - 3.4.2.2.8.4** Copies of survey field books and digital files containing the field survey.
 - 3.4.2.2.8.5** Copies of all design calculations bound in a three-ring binder.

3.4.2.3 OTHER RELEVANT INFORMATION. Additional information that is relevant to this task.

3.4.3 PHASE 3 – CONSTRUCTION SERVICES

- 3.4.3.1 TASK 3 – 1 PRE-BID CONFERENCE.** The Consultant shall attend the pre-bid conference with District staff to answer technical questions the prospective bidders may have regarding the bid documents. If required, based upon inquiries from prospective bidders, the Consultant shall prepare support materials and assist the District in preparing addenda clarifying the bid documents for distribution to prospective bidders. The Consultant shall assist the District in the review and evaluation of the bids.
- 3.4.3.2 TASK 3 – 2 PRE-CONSTRUCTION MEETING.** The Consultant shall attend the pre-construction meeting scheduled by the District with the successful bidder.

- 3.4.3.3 TASK 3 – 3 REVIEW OF SHOP DRAWINGS.** The Consultant shall review shop drawings submitted by the contractor.
- 3.4.3.4 TASK 3 – 4 PERIODIC SITE VISITS.** As requested by the District, the Consultant shall make periodic site visits to the Project site (generally on a bi-weekly basis) subsequent to the contractor's mobilization for the purpose of making site observations and to answer questions the District's Project Manager and/or inspector may have regarding the Project's design. The Consultant shall promptly notify the District's Project Manager, in writing, of any discrepancies or deviations from the approved plans or environmental permits for the Project noted during site visits. The District reserves the right to negotiate additional construction management services by the Consultant for the Project.
- 3.4.3.5 TASK 3 – 5 SUBSTANTIAL COMPLETION INSPECTION.** The Consultant shall participate in the Substantial Completion Inspection of the Project with District staff. The Consultant shall prepare and submit a list of items that need to be completed by the contractor prior to final inspection.
- 3.4.3.6 TASK 3 – 6 FINAL ACCEPTANCE INSPECTIONS AND PROJECT CERTIFICATIONS.** Upon completion of construction of the Project, the Consultant shall participate in a final inspection of the Project with District staff. Based upon the final inspection and construction as-built drawings provided to the Consultant by the District, the Consultant, as appropriate, shall prepare record drawings depicting the as-built condition of the Project. The Consultant shall not be responsible for performing the as-built field surveys for the completed Project. The Consultant shall submit the final Project completion certifications required pursuant to the environmental permits issued for the Project.

3.4.4 GENERAL ADMINISTRATION

- 3.4.4.1 TASK GA – 1 MONTHLY PROGRESS MEETINGS.** As requested by the District, the Consultant shall attend up to ten (10) progress/review meetings to be held at the District's Tampa Service Office; the meetings may include other cooperators to insure coordination of all parties and elements of the Project. The Consultant shall keep minutes of progress meetings and shall distribute copies to all attendees within five (5) working days after the meetings. The minutes shall reflect agenda items, action items, who is to provide follow-up, the original schedule, current schedule and how delays, if any, shall be addressed. The Consultant shall prepare the necessary agenda for each progress meeting.
- 3.4.4.2 TASK GA – 2 PROJECT ADMINISTRATION.** This task covers the day-to-day Project management of the Project by the Consultant and includes all administrative activity associated with or related to administration of the Project and all subcontractor contracts.

Notice: The above Scope of Work is intended to provide respondents with a general overview of the major tasks envisioned as part of this Project. The District reserves the right to expand and/or reduce the Scope of Work as may be appropriate based on the technical content of the successful respondent's proposal and/or during contract negotiations based on budget considerations.

3.5 PRELIMINARY PERFORMANCE SCHEDULE.

- 3.5.1 PHASE 1 SCHEDULE:** The draft Preliminary Report shall be submitted to the District within 120 calendar days from the issuance of Notice to Proceed for Phase I. The final Preliminary/30 percent Report shall be submitted to the District within 45 calendar days from the Consultant's receipt of written comments on the draft submittal. The 30% design level package submittal shall be completed within 180 calendar days from acceptance of the Preliminary Report.
- 3.5.2 PHASE 2 SCHEDULE:** The 60% design plan and specification package shall be submitted to the District within 90 calendar days from the Consultant's receipt of the District's Notice to Proceed with

the 60% submittal. Draft permit application(s) shall be submitted to the District for review and comment within 45 calendar days from receipt of written approval of the 60% submittal. Final permit application(s) shall be submitted within 30 calendar days from receipt of written District comments on the draft permit package(s). Responses to Requests for Additional Information (RAI) shall be submitted to the District for review within 14 calendar days from receipt of the RAI(s) by the Consultant. The Consultant will finalize the RAI response within 7 days of receiving District comments.

3.5.3 PHASE 3 SCHEDULE: The Consultant shall submit Record Drawings, and all require Permit Certifications within thirty (30) calendar days from receipt of as-built plans and as-built surveys.

3.6 WORK PRODUCTS REQUIRED.

3.6.1 Quarterly Progress Reports

3.6.2 Phase 1: Technical Memo describing feasibility of Conceptual Plan, including survey, geotechnical report results and hydraulic modeling.
30% Design Level Package and Cost Estimate.
Modeling and Survey results.

3.6.3 Phase 2: 60%, 90% and Final Plans in CADD and pdf format.
60%, 90% and Final Technical Specifications.
60%, 90% and Final Cost Estimates.
Public Information Graphic Boards and Information Packet.

3.6.4 Phase 2: Environmental permit applications
RAI Responses
Final Permits

3.6.5 Phase 2: Bid Package

3.6.6 Phase 3: Pre-Bid presentation, construction contract document RFI responses, and addenda

3.6.7 Phase 3: Construction Shop Drawing Review

3.6.8. Phase 3: Construction Inspection Reports

3.6.9. Phase 3: Substantial Completion Inspection Punch List

3.6.10. Phase 3: Record Drawings and Final Completion Certifications for all Permits.

3.6.11. Phase 3: Final Completion Certification

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS. See Insurance Requirement provision in the attached Sample Agreement.

PART V - EVALUATION PROCEDURES

5.1 REVIEW OF PROPOSALS. Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of four (4) or more representatives of the District and Hillsborough County. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria.

The Evaluation Committee will meet at a public meeting to be held at Tampa Service Office, Building 1, Governing Board Room, 7601 Highway 301 North, Tampa, Florida 33637-6759. At this meeting, the Committee may select a short list of Respondents to provide oral presentations to the Committee, or the Committee may finalize the rankings of the proposals.

Any person deciding to appeal any decision made by the District with respect to any matter considered at this meeting, will need a record of the proceedings, and that, for such purpose, may need to ensure that a

verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to 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 and Qualifications	0 - 30
Ability to furnish the required services (10) / Performance history on similar projects (15) / Recent, current and projected workload (3) / Willingness to meet time and budget requirements (2)	
Technical and Management Approach	0 - 30
Project goals and objectives clearly understood (5) / Quality, creativity and depth of proposal (20) / Commitment of staff and resources (3) / Project management, controls and communications (2)	
Project Team Qualifications	0 - 37
Ability of professional personnel (7) / Past performance with similar projects (20) / Relevant education and training (10)	
Volume of Work	0 – 3
Previously awarded by the District	

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

5.3 FINAL SELECTION. The Evaluation Committee members will meet at a public meeting to discuss and rank the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving an individual rank of one (1). The individual rankings will be totaled. In the event of a tie, the raw scores will be totaled, and the higher ranked Respondent will be the Respondent with the highest cumulative raw score.

The District anticipates that on, or shortly after June 2, 2021, the Notice of Intended Decision will be posted listing the highest ranked Respondent, as determined by the District in its sole discretion. After the District's decision becomes final, the District will commence negotiations with the highest ranked Respondent. If the District is unable to negotiate a satisfactory Agreement with the highest ranked Respondent at a fee schedule that the District determines to be fair, competitive and reasonable for the scope and complexity of the professional services required under this solicitation, negotiations with that Respondent will be terminated and the District will undertake negotiations with the next highest ranked Respondent.

FIGURE 1 – PROJECT AREA LOCATION MAP

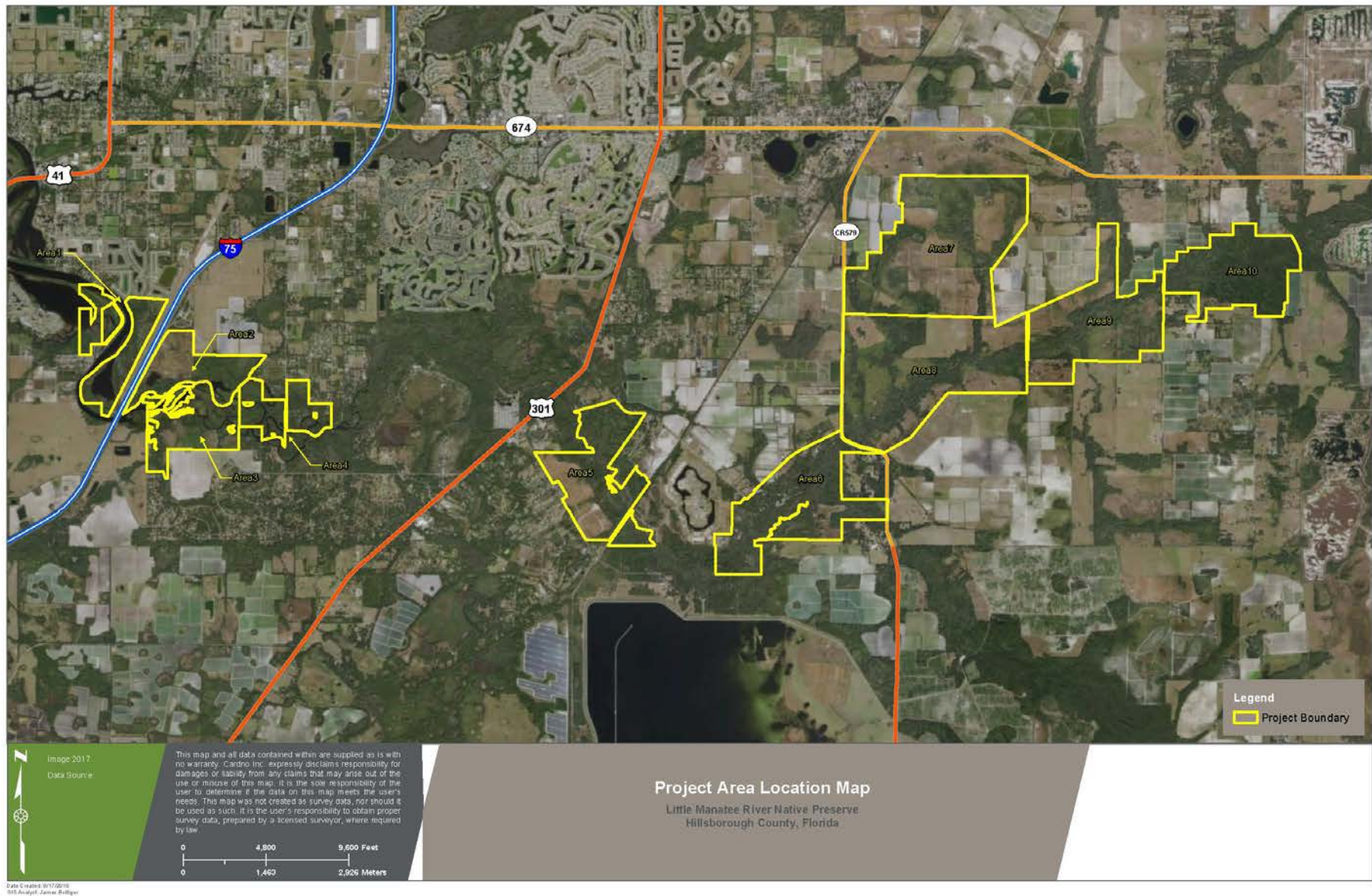
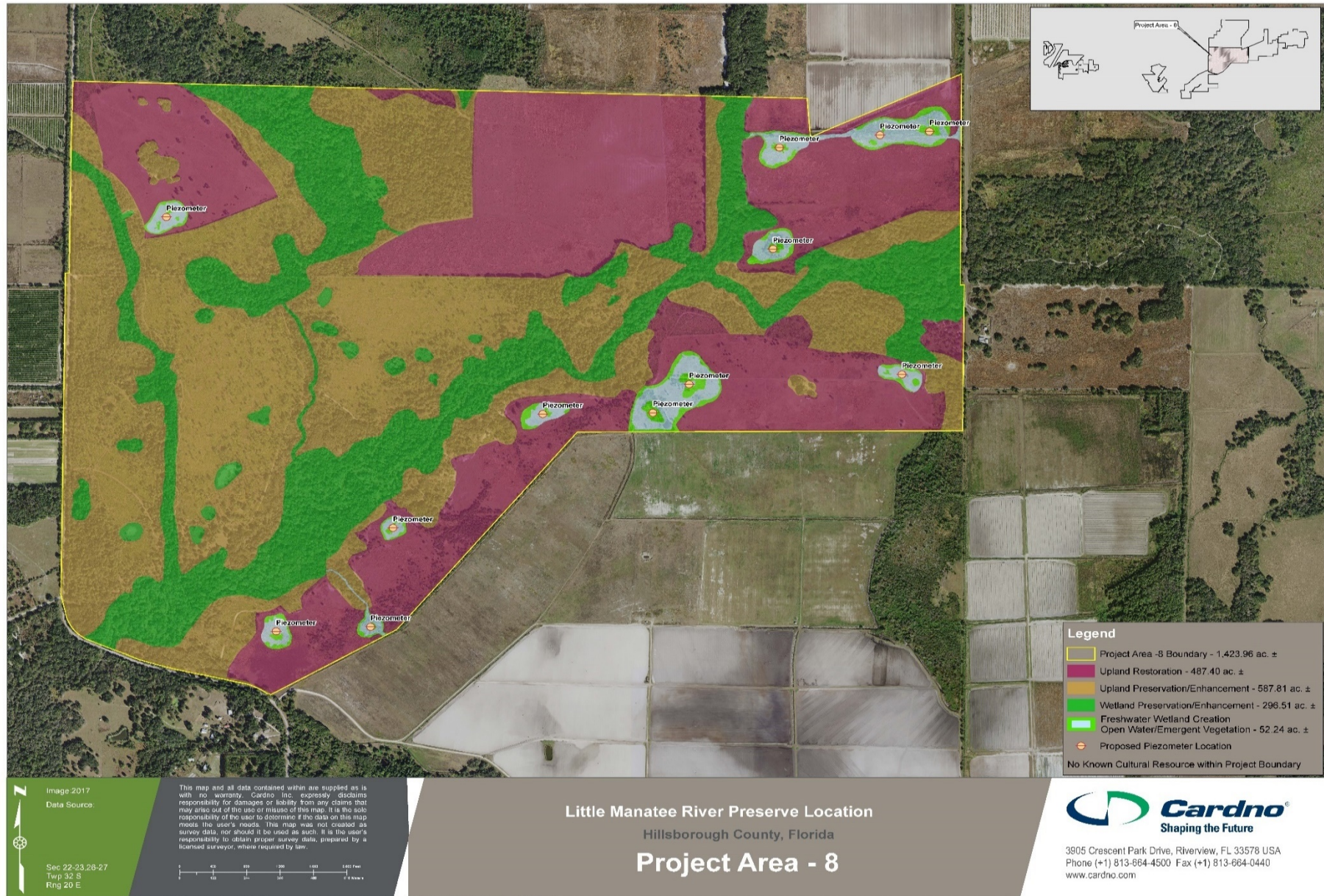


FIGURE 2 – CONCEPTUAL PLAN MAP



SAMPLE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
CONSULTANT FOR LITTLE MANATEE RIVER ECOSYSTEM
RESTORATION AREA 8 (W301)

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and FULL NAME OF 2D PARTY, a private corporation, whose address is _____, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide design, bid, and construction engineering services for natural systems restoration on approximately 1,423 acres of predominantly fallow farm fields located in the southeastern reaches of Hillsborough County, Florida, hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, the DISTRICT and the CONSULTANT have agreed on the type and extent of services to be rendered by the CONSULTANT and the amount and method of compensation to be paid by the DISTRICT to the CONSULTANT for services rendered.

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

1. INDEPENDENT CONTRACTOR.

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 the Agreement, and the CONSULTANT expressly warrants not to represent at any time or 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, 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 employee set forth below as its respective Project Manager for matters arising under this Agreement. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT:	Nancy Norton, Senior Professional Engineer Southwest Florida Water Management District 7601 US Highway 301 North Tampa, Florida 33637-6759
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Project Manager for the CONSULTANT: _____

Any changes to the representatives or addresses as set forth above must be provided to the other party in writing.

- 2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in 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 Project Manager is not authorized to approve any time extension, which will result in an increased cost to the DISTRICT, or which will exceed the expiration date set forth in Paragraph 5, 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 General Scope of Work and is not authorized to approve any increase in the not-to-exceed amount. The parties acknowledge that the execution of this Agreement does not guarantee that a Notice to Proceed will be issued to CONSULTANT.

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 the Scope of Work set forth in Exhibit "A." Any changes to the Scope of Work and associated costs, except as provided herein, must be mutually 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.

- 3.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 3.2 The DISTRICT and CONSULTANT hereby recognize the specialized subcontractor expertise of (name subcontractors), as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team would require prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.

4. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT agrees to pay the CONSULTANT an amount not to exceed _____ Dollars (\$_____). Payment will be made to the CONSULTANT in accordance with the Budget set forth in Exhibit "B" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Invoices will 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

- 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) CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONSULTANT'S invoice number and date of invoice; (3) DISTRICT Purchase/Work Order/Agreement number;

(4) Dates of service; (5) 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 Purchase Order (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 Purchase Order). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 21). Invoices that do not conform with this paragraph will not be considered a proper invoice.

- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONSULTANT in writing that the invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the 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, including those concerning whether a deliverable should be approved by the DISTRICT, the CONSULTANT will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONSULTANT is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONSULTANT will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONSULTANT'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5th of each year of the Agreement, the CONSULTANT must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. The PROJECT Budget includes any travel expenses which may be authorized under this Agreement and reimbursement will be paid in accordance with Section 112.061, F.S., and District Travel Procedure, attached hereto as Exhibit "E," as both may be amended from time to time.
- 4.7. Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Consultant for Little Manatee River Ecosystem Restoration Area 8 agreement between the Southwest Florida Water Management District and (Insert CONSULTANT'S Name) (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.8. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due 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 contract with the DISTRICT. This paragraph will survive the expiration or termination of this Agreement.

5. CONTRACT PERIOD.

This Agreement will be effective upon execution by all parties and will remain in effect for three (3) years, unless terminated, pursuant to Paragraph 11 below, or as amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

The CONSULTANT, upon request, shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT shall maintain all such records and documents for at least five (5) years following completion of this Agreement. If this Agreement identifies federal or state funding, or environmental data is collected in accordance with the Reports Paragraph, records and documents must be maintained for at least five (5) years following completion of the work.

6.1 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, F.S. to the extent required by Section 119.0701, F.S., the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT in order 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.

6.2 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at 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**

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

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

6.4 This paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

The CONSULTANT will provide the DISTRICT with any and all data, reports, models, studies, maps or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

9. 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 attorneys' fees and costs and attorneys' 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.

10. 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.

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

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

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

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

10.4 The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable (navigable waters). If the CONSULTANT hires or leases employees through a third-party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONSULTANT from the third party. If the CONSULTANT does not carry workers' compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

10.5 Professional liability (errors and omissions) insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000).

10.6 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.

10.7 The CONSULTANT must obtain certificates of insurance from any subcontractor otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONSULTANT'S insurance policies.

11. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONSULTANT. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the 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 Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

12. 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 will 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 will automatically terminate. In addition, the initiation, either by CONSULTANT or against CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by 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.

13. 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 (3) business days prior to the interview or press release.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, 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.

15. 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.

16. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONSULTANT In accordance with Section 448.095, F.S. CONSULTANT, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses 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) during the year prior to making its submission or entering into a contract with the District, no contract of CONSULTANT was terminated by a public employer in compliance with Section 448.095, F.S. and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that CONSULTANT or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. 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 CONSULTANT and each subcontractor performing through 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>. This provision shall be incorporated into any resulting contract with the District. Further, CONSULTANT shall include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations under Section 448.095, F.S.) in every subcontract of any tier arising out of or related to any resulting contract with the District.

17. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hernando. This paragraph shall survive the expiration or termination of this Agreement.

18. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT 'S failure to timely comply with any obligation in this Agreement will 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 will be borne by the CONSULTANT. Additionally, the DISTRICT will 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 will not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT.

19. 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, F.S. This provision 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, F.S.

20. 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.

21. 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. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONSULTANT in relation to this Agreement, to the extent the CONSULTANT maintains such information.

22. THIRD PARTY BENEFICIARIES.

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

23. 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 will 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 will 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 will 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.

24. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., 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, F.S., for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR 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. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.

25. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, CONSULTANT warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. CONSULTANT further agrees to notify the DISTRICT if placement on this list occurs.

26. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., 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.

27. CONTINGENT FEES.

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

28. TRUTH-IN-NEGOTIATIONS.

The CONSULTANT certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Agreement Fee Schedule 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 (1) year following the end of this Agreement.

29. COMPLIANCE WITH ADDITIONAL TERMS AND CONDITIONS.

The CONSULTANT recognizes that additional terms and conditions may be applicable for specific work issued under this Agreement. If the CONSULTANT does not agree to the additional terms and conditions, it will not be assigned the work. If the DISTRICT receives state or federal funds for this Agreement, the DISTRICT will include any additional contract provisions necessary as a result of the funding source in this Agreement. Additionally, if the CONSULTANT will use any Unmanned Aircraft Vehicle (UAV) in the performance of work issued under this Agreement, the CONSULTANT shall comply with all applicable federal, state and local requirements, and other additional terms and conditions in 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 and 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 the DISTRICT'S RFQ 2108, then to Exhibit "B," then to Exhibit "D," then to Exhibit "E", then to Exhibit "C", and then to the CONSULTANT'S response to RFQ 2108.

Exhibit "A" - Nature of Services Required
Exhibit "B" - Fee Schedule
Exhibit "C" – Deliverable Acceptance and Performance Evaluation
Exhibit "D" - Project Schedule & Project Budget
Exhibit "E" - District Travel Procedure
District's RFQ 2108 - Consultant for Little Manatee River Ecosystem Restoration Area 8
Consultant's Response to RFQ 2108

The remainder of this page left blank intentionally.

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

FULL NAME OF CONSULTANT

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

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
RFQ 2108 CONSULTANT FOR LITTLE MANATEE RIVER ECOSYSTEM RESTORATION AREA 8 (W301)

AGREEMENT NO. _____

EXHIBIT "A"
NATURE OF SERVICES REQUIRED

Insert Scope of Work from RFQ and the Consultant's Response, as appropriate, here.

The remainder of this page intentionally left blank.

AGREEMENT NO. _____

EXHIBIT "B"
FEE SCHEDULE

Billable hourly rates are furnished for all CONSULTANT and subconsultant personnel as identified in response to RFQ 2108. Subconsultant charges shall be included as part of the negotiated fixed price negotiated. The DISTRICT shall not pay for CONSULTANT surcharges added to third party charges.

The CONSULTANT and subconsultant billable rates are subject to Paragraphs 4, Compensation, and 28, Truth-in-Negotiation, of this Agreement. Any changes to this Fee Schedule, including any increases to the billable rates, must be approved through a formal written amendment signed by both parties to this Agreement.

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

[Insert negotiated Fee Schedule, as appropriate, here.](#)

The remainder of this page is intentionally left blank.

EXHIBIT "C"
DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION

- A. DELIVERABLE ACCEPTANCE DETERMINATION. PROJECT deliverables are outlined in the DISTRICT'S Project. 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 Project and approved by the DISTRICT'S Project Manager. Deliverables that are not acceptable shall be returned to the CONSULTANT to address deficiencies. If an acceptable deliverable cannot be provided within an identified time frame, other action shall be taken as deemed necessary by the Project Manager including stoppage 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 term of the agreement. Each invoice submission must include a 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 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 –CONSULTANT'S response to the DISTRICT'S RFQ 2108 are expected to be utilized in such a manner as to result in efficient workflow, quality deliverables and on-time performance. Reassignments should be minimal and positively influence performance. Staffing adjustments to address _____ turnovers _____ or performance deficiencies are to be handled expeditiously, maintaining on-time performance. Replacement of team members is subject to the terms and conditions of this Agreement.
4. Project Management – A Task that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

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EXHIBIT "D"
PROJECT SCHEDULE & PROJECT BUDGET

Insert negotiated Project Schedule and Project Budget, as appropriate, here.

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EXHIBIT "E" **DISTRICT TRAVEL PROCEDURE**

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

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PURPOSE

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

SCOPE

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

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

AUTHORITY

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

STANDARDS

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

PROCEDURE

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

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

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

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

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

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

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

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

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

- Travel advance requests.

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

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

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

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

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

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

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

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

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

Governing Board members may elect to submit their TEs quarterly.

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

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

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

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

- A flat rate of \$80 per day (\$20 per quarter day). No receipts are required for lodging or meals. (See *Classes of Travel* above for further explanation.)
- OR
- Reimbursement for actual lodging cost, at the single occupancy rate to be substantiated by a detailed receipt, and the authorized subsistence (meal allowance).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

expenses.

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

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

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

The following do not require a receipt:

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

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

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

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

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

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

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

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

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

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

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

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

The Executive Director may modify or interpret this Procedure.

DISTRIBUTION

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

REFERENCES

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

PERIODIC REVIEW

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

**ATTACHMENT 2
PUBLIC ENTITY CRIMES STATEMENT
FOR
CONSULTANT FOR LITTLE MANATEE RIVER ECOSYSTEM RESTORATION AREA 8 (W301)
PROPOSAL NUMBER RFQ 2108**

**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, 133(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.

CONSULTANT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
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 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
CONSULTANT FOR LITTLE MANATEE RIVER ECOSYSTEM RESTORATION AREA 8 (W301)
PROPOSAL NUMBER RFQ 2108

The Respondent certifies that it will or 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 proposal, 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.

The Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date