

SOLICITATION COVER SHEET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT – REQUEST FOR PROPOSALS

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: GEORGETTE R. BROCK
Phone: 352-796-7211, Ext. 4135; Fax: 352-754-3497; E-mail: Georgette.Brock@watermatters.org

DATE POSTED: **February 1, 2019** PROPOSALS WILL BE OPENED: **February 28, 2019 at 2:00 PM Eastern Standard Time (EST)**

PRE-PROPOSAL CONFERENCE: **February 8, 2019 1:00PM (EST)**
Southwest Florida Water Management District (Brooksville Headquarters)
2379 Broad Street – Building #4 (Governing Board Room)
Brooksville, Florida 34604-6899

ORAL PRESENTATIONS:
(IF REQUESTED) **April 12, 2019 at 10:00AM (EDT)**
Southwest Florida Water Management District (Brooksville Headquarters)
2379 Broad Street – Building #4 (Governing Board Room)
Brooksville, Florida 34604-6899

SOLICITATION TITLE: **RFP 1905 DISTRICTWIDE ORTHO-IMAGERY DATA COLLECTION**

SPECIFICATIONS: The Southwest Florida Water Management District seeks proposals from licensed, qualified firms for Districtwide 15cm (6”) natural color/infrared (RGBi) ortho-imagery data collection and processing (color balancing). Surveying and mapping work shall be accomplished in accordance with Chapter 472, Florida Statutes (F.S.), Professional Surveying and Mapping, and 5J-17, Florida Administrative Code (F.A.C.), Professional Surveyors and Mappers.

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.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS (RFP) # 1905
DISTRICTWIDE ORTHO-IMAGERY DATA COLLECTION

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

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

PART II - INTRODUCTION

- 2.1 General Information
- 2.2 Background Information
- 2.3 Term of Contract
- 2.4 Budget
- 2.5 Calendar

PART III - NATURE OF SERVICES REQUIRED

- 3.1 Project Description
- 3.2 Work Objective
- 3.3 Professional Qualifications
- 3.4 Scope of Work
- 3.5 Deliverables

PART IV - INSURANCE REQUIREMENTS

- 4.1 Insurance Requirements

PART V - EVALUATION PROCEDURES

- 5.1 Evaluation and Final Selection
- 5.2 Evaluation Method and Criteria

ATTACHMENTS

- Attachment 1 Sample Agreement
- Attachment 2 Public Entities Crime Statement
- Attachment 3 Certification Regarding Drug-Free Workplace Requirements

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 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.watermatters.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. NON MANDATORY:** The District encourages attendance at the pre-proposal conference because it is beneficial to understanding proposal requirements and answering questions, although representation is not required at the conference in order to submit proposals.

Portions of the conference may be recorded however, minutes will not be produced.

- 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 proposal will be submitted in a three ring binder, 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. The required electronic copy must be an exact Adobe™ Portable Document Format File (.PDF) copy of the 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 Solicitation Cover Sheet - Respondents must sign and return the Solicitation Cover Sheet with their proposals.

1.8.2 Letter of Transmittal - This letter should not exceed one (1) page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.3 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.

1.8.4 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. The District will calculate the volume of work it has awarded to the named firms over the three (3) year period.

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

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

1.8.7 Completion of all Proposal Documents. In addition to the proposal submission requirements listed in the Subparagraphs 1.8.1 through 1.8.6, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

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

1.8.8 Cost/Fees - Costs will not be submitted with your proposal. Fee Schedules will be negotiated with the most qualified firms as provided in Paragraph 5.1, Evaluation and Final Selection, of this solicitation and Section 287.055, F.S.

1.9 ORAL PRESENTATIONS. The highest ranked Respondents may be required to participate in oral presentations with the Evaluation Committee. These presentations provide an opportunity for the Respondents to answer questions to clarify their proposals. Presentations are anticipated to last up to ninety (90) minutes. Only key team members should attend oral presentations.

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

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

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.

1.11 TECHNICAL QUESTIONS. All questions must be presented in writing to Georgette.Brock@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 7, 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.watmatters.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 on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or 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 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 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.** The successful Respondent must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of successful Respondent employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the successful Respondent uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the successful Respondent must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 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: Georgette.Brock@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 checking 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 solicitation by other governmental agencies or political subdivisions within the State of Florida if otherwise authorized by law. Such purchases will be governed by the same terms and conditions stated herein. This solicitation and agreement in no way restricts or interferes with the right of any public entity to procure any or all these services independently.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits proposals for the services of qualified respondent(s) for the following purpose:

Districtwide 15cm (6") natural color/infrared (RGBi) ortho-imagery data collection and processing (color balancing). All surveying and mapping work shall be accomplished in accordance with Chapter 472, F.S., and 5J-17, F.A.C.

To be considered, **one (1) hardcopy original, one (1) copy and one (1) exact electronic Adobe™ Portable Document Format File (.PDF)** of a proposal **must** be received by the District's Procurement 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 visitors badge.

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

The District 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 contract resulting from this solicitation will be from the date of execution through December 31, 2020.

2.4 BUDGET. The anticipated budget for Fiscal Year 2020 (FY20) is Six Hundred Fifty Thousand Dollars (\$650,000) and is contingent upon approval by the District’s Governing Board.

The District anticipates qualifying, negotiating and entering into a cost reimbursement Agreement with the highest ranked Respondent to accomplish the work detailed in this solicitation.

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

<u>ACTION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
REQUEST FOR PROPOSALS ISSUED	February 1, 2019	
PRE-PROPOSAL MEETING (NON-MANDATORY) Southwest Florida Water Management District (Brooksville Headquarters) 2379 Broad Street – Building #4 (Governing Board Room) Brooksville, Florida 34604-6899	February 8, 2019	1:00 PM
DEADLINE FOR TECHNICAL QUESTIONS	10 calendar days prior to opening	
SUBMISSION DEADLINE	February 28, 2019	2:00 PM
EVALUATION COMMITTEE MEETING Southwest Florida Water Management District (Brooksville Headquarters) 2379 Broad Street – Building #4 (Governing Board Room) Brooksville, Florida 34604-6899	March 29, 2019	10:00 AM
ORAL PRESENTATIONS* (IF REQUESTED) Southwest Florida Water Management District (Brooksville Headquarters) 2379 Broad Street – Building #4 (Governing Board Room) Brooksville, Florida 34604-6899	April 12, 2019	10:00 AM
EVALUATION COMMITTEE MEETING* Southwest Florida Water Management District (Brooksville Headquarters) 2379 Broad Street – Building #4 (Governing Board Room) Brooksville, Florida 34604-6899	April 16, 2019	10:00 AM
NOTICE OF INTENDED DECISION	May 1, 2019	2:00 PM
AGREEMENT EXECUTION**	TBD	TBD

** Oral Presentations and the second Evaluation Committee Meeting will only occur if the Evaluation Committee requests Oral Presentations during the first Evaluation Committee Meeting.*

***TBD – To be Determined.*

PART III – NATURE OF SERVICES REQUESTED

- 3.1 PROJECT DESCRIPTION.** The District requires the services of professional surveying and mapping firms to assist in the accomplishment of its mission. Specifically, districtwide digital, aerial ortho-image collection, seamless mosaicking and color balancing of the ortho-imagery, along with ground control data collection, and geospatial metadata. All mapping work will be done in accordance with Chapter 472, F.S., and Chapter 5J-17, F.A.C..
- 3.2 WORK OBJECTIVE.** The District seeks to identify one firm to perform the services set forth herein. The District will negotiate an Agreement with the Respondent deemed to be the most qualified by the District in its sole judgement and discretion. Factors that may be considered by the District in making this determination include, but are not limited to past performance, availability and ability of professional personnel, and ability to perform tasks in a timely manner. The ortho-imagery collected is used in support of several of the District's functions, including vegetation and wetland monitoring, environmental permit compliance, and environmental change detection. The accuracy and timeliness of the image products are paramount to the District's missions.
- 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"; and
 - 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.
 - 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 District projects.
- 3.3.3** Resumes of key team members detailing years of experience, years working with the Respondent or Sub-Respondent, 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 project is located within an approximately 9,400 mi² area along the Gulf Coast of Florida, from Levy County southward to Charlotte County, and from the Gulf of Mexico eastward to central Polk County. This 9,400 mi² area encompasses 10,561 tiles of the Florida 5,000' x 5,000' 2014 Statewide Grid that serves as the District tiling scheme for ortho-photo and topographic data deliverables.

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 Aerial Image Mapping.** Digital imagery will include natural color and color infrared (RGBi) products, collected using large format digital aerial mapping cameras, and integrated into a 4-Band stack. Respondents must be able to provide ortho-rectified imagery in common image formats that

include, but are not limited to: one four-band stack that includes 32-bit red, green, blue and infrared bands as Tagged Image File Format (TIFF) and Geographic Tagged Image File Format (GeoTIFF); and as Multi-resolution Seamless Image Database (MrSID), Joint Photographic Experts Group (JPEG), JPEG2000 and Enhanced Compressed Wavelet (ECW). The Scope of Work is included as Exhibit A in the Sample Agreement.

- 3.4.1.1 Aircraft. Identify number and type of all aircraft that will be used to support aerial image mapping services. All aircraft are to have current registration with the United States Federal Aviation Administration (FAA).
- 3.4.1.2 Image Collection Sensors. Identify number and type of all digital and conventional sensors.
- 3.4.1.3 Ortho-photograph Data Processing Hardware and Software. Identify all hardware and software used to create digital ortho-photograph products.
- 3.4.1.4 Description of Data Acquisition and Processing Workflows. Identify all workflows involved in collecting, processing and delivering image data from planning to completion phases. Quality control and assurance procedures must be clearly defined.
- 3.4.1.5 Other Relevant Information. Additional information that is relevant to this task.

3.4.2 Aerial Photogrammetric Control and Positional Accuracy Surveys. Respondents must be capable of establishing horizontal and vertical positions for aerial rectification and calibration capable of supporting the above-mentioned mapping products. Respondents must also be capable of testing and verifying the accuracy of map products in accordance with National Standards for Spatial Data Accuracy Assessment (NSSDA) and American Society for Photogrammetry and Remote Sensing (ASPRS) methodologies.

- 3.4.2.1 Survey Equipment. Identify all survey and related support equipment that will be used to collect and process field data used for control and accuracy surveys.
- 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.
- 3.4.2.3 Other Relevant Information. Additional information that is relevant to this task.

3.4.3 Spatial Metadata. Respondents must be able to develop spatial metadata that is compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and District standards as described in Section 5.2, Metadata of Attachment 1, Exhibit "A," Scope of Work. Metadata must be delivered in formats compatible with ESRI (Environmental Systems Research Institute) ArcGIS products.

- 3.4.3.1 Description of Data Acquisition and Processing Workflows. Identify all workflows involved in developing spatial metadata from planning to completion phases including details on meeting FGDC standards. Quality control and assurance procedures must be clearly defined.
- 3.4.3.2 Other Relevant Information. Additional information that is relevant to this task.

3.4.4 Project Management. Respondents must describe their approach to project management.

- 3.4.4.1 Project Team. Define project team; the Proposal must specifically address why a particular team member is included. Letters of commitment must be provided from all key team members.
- 3.4.4.2 Discussion of Project Team Governance. Clearly identify the governance structure for team with particular emphasis on control and coordination of team members and subcontractors.

3.4.4.3 Project Management Methodology. Describe the Respondent's project management methodology. Clearly identify the governance structure for the team, with particular emphasis on control and coordination of team members and subcontractors. Also include a description of project communication tools and cost estimation and control methodologies.

3.4.4.4 Other Relevant Information. Additional information that is relevant to this task.

3.4.5 Project Quality Assurance and Preview. Respondents must describe their approach to quality assurance/quality control (QA/QC).

3.4.5.1 Interactive Web-based QA/QC. Clearly identify the nature of web-based services available for performing QA/QC on the data. This description should include all available software provided for these functions. This section should describe the mark-up and error tracking in the software and the software's ability to support a variety of web-browsers and software platforms.

3.4.5.2 Previewing Web-based Services. Clearly identify the software and/or software platforms available for previewing preliminary imagery. The goal of this section is to make the imagery available as soon as possible for preliminary inspection. It is important to indicate the software and software platforms that are supported with web-based services.

3.4.6 Oblique Photography (Optional). Respondents submitting to this optional section must be able to provide oblique imagery that is integrated with ortho-photos and planimetric data within the ArcGIS environment.

3.4.6.1 Description of Data Acquisition and Processing Workflows. Identify all workflows involved in collecting, processing and delivering of oblique imagery.

3.4.6.2 ArcGIS Integration. Describe the software tools and integration environment with ESRI ArcGIS products (Desktop, ArcIMS, ArcServer and ArcSDE).

3.4.6.3 Licensing. Describe applicable licensing restrictions for data and software for oblique imagery.

3.4.6.4 Other Relevant Information. Additional information that is relevant to this task.

3.5 DELIVERABLES. The following deliverables shall be provided to the Districted upon completion of the project.

3.5.1 Incremental color balancing samples (level 2) from specified reference areas.

3.5.2 Natural color/infrared (RGBi) 32-bit natural color individual ortho-photo frames (or image strips) in GeoTIFF format.

3.5.3 Natural color/infrared (RGBi) 32-bit natural color ortho-imagery tiled to Florida 2014 Statewide Grid in GeoTIFF format.

3.5.4 12-bit dynamic range image strips (if push-broom imagery) or frames (if frame imagery)

3.5.5 Compressed mosaic of ortho-imagery tiles in MrSid format.

3.5.6 Shape file of Image Outline, Flight Line and Photo Frame/Strip Point Feature Classes to include date/time of all pixels captured.

3.5.7 Metadata.

3.5.8 Survey Report.

PART IV - INSURANCE REQUIREMENTS

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

PART V - EVALUATION PROCEDURES

5.1 EVALUATION AND FINAL SELECTION. Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three (3) or more representatives of the District. Each representative will score each proposal using the criteria described in Paragraph 5.2 below. Evaluation Committee members will meet at a public meeting to finalize the preliminary rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving the rank of one (1). The individual rankings will be totaled. The preliminary ranking of Respondents will be determined by the lowest total of the combined individual rankings. In the event of a tie, the raw scores of the tied Respondents will be totaled and the ranking will be determined based upon the highest cumulative raw score for the tied Respondents. The Respondents with the highest preliminary ranked proposals may be required to participate in oral presentations, with the number of Respondents required to participate in oral presentations being determined solely by the Evaluation Committee (but not less than three). If oral presentations are not necessary, the Evaluation Committee will finalize the ranking of the proposals at the public meeting.

Following oral presentations, if requested, Evaluation Committee members will finalize their evaluations at a public meeting. Individual raw scores will be ranked with the top ranked Respondent receiving the rank of one (1).

The District anticipates that on, or shortly after May 1, 2019, the Notice of Intended Decision will be posted listing three (3) or more of the highest ranked Respondents, 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. The District shall not engage in negotiations with the Respondents simultaneously. 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.

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/Professional Qualifications	<u>0 – 23</u>
Respondent has: Established resources, equipment, and qualified key team members to complete the project (10), Positive feedback from references on similar past projects. (13).	
Methodology / Approach	<u>0 – 50</u>
Respondent has: A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the project and all requirements of this solicitation (25); Demonstrated the ability to meet project work schedule and time requirements for completion of the project (20); and Availability to complete the project based on their recent, current and projected workloads (5).	
Technical Knowledge	<u>0 - 25</u>
Respondent has: A clear understanding of project goals and objectives (20); Quality, creativity and depth in their solicitation response (3); and Effective project management, controls and communications (2).	
Volume of Work	<u>0 - 2</u>
Volume of work previously <u>awarded</u> :	
<u>Points</u>	<u>Dollar Volume</u>
2	0 – 1,000,000
1	1,000,001 – 2,000,000
0	2,000,001+

ATTACHMENT 1

SAMPLE AGREEMENT

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CONSULTANT FIRM
FOR
DISTRICTWIDE ORTHO-IMAGERY DATA COLLECTION (B089)

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 the CONSULTANT FIRM, a private, for profit corporation, of the State of Florida, whose principal address is _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide Districtwide Digital Ortho-imagery, 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 (CCNA); and

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

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

1. INDEPENDENT CONSULTANT.

Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, subcontractors or agents, except as set forth in this Agreement, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or the CONSULTANT'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONSULTANT is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONSULTANT'S obligations to the DISTRICT are solely as prescribed by this Agreement.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices and

reports shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: _____

Project Manager for CONSULTANT: _____

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

2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Project Manager is not authorized to approve any time extension which shall result in an increased cost to the DISTRICT, or exceed the expiration date of the contract term set forth in Paragraph 6, Contract Period.

2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget developed in accordance with this Agreement. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Project Manager is not authorized to make changes to the 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.

The professional services that may be required under this Agreement are set forth in Exhibit "A," Scope of Work. As needed, the DISTRICT will provide the CONSULTANT with the proposed Scope of Work and general timeline for the professional services the DISTRICT requires the CONSULTANT to perform. Upon receipt of said Scope of Work, the CONSULTANT shall provide the DISTRICT with a proposal that includes a detailed Scope of Work to be performed, including deliverables, an itemized project budget spreadsheet, and a project and staffing schedule that conforms to the DISTRICT'S PROJECT and schedule requirements. A not-to-exceed price will be negotiated based on the Fee Schedule (hourly labor rates and unit pricing) set forth in Exhibit "B" of this Agreement. Final payment in all cases will be subject to successful completion of the PROJECT and the DISTRICT'S acceptance of deliverables and PROJECT milestones, in accordance with the terms of this Agreement. The parties acknowledge that the execution of this Agreement does not guarantee that a Notice to Proceed will be issued to the CONSULTANT.

- 3.1 Upon written approval of the Scope of Work, cost, deliverables, and performance schedule, a Notice to Proceed will be issued to the CONSULTANT. The Notice to Proceed must be approved in writing by the Project Manager, his or her Manager and Bureau Chief and all other DISTRICT staff required in accordance with the DISTRICT'S Signature Authority. The CONSULTANT shall commence work upon receipt of a Notice to Proceed and shall satisfactorily complete all work in accordance with the performance schedule. Any Agreement modification(s) must be approved in writing by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority and the CONSULTANT prior to being performed by the CONSULTANT.
- 3.2 The parties agree that time is of the essence in the performance of the Agreement.
- 3.3 The DISTRICT and the CONSULTANT hereby recognize the specialized expertise of the CONSULTANT'S key team members and subconsultants (_____), listed in the CONSULTANT'S proposal to RFP 1905, as part of the PROJECT team. Both parties further agree that replacement of key team members or subconsultants must be with equal or more qualified persons, and must be approved in writing by the DISTRICT Project Manager before a new member works on the PROJECT.
- 3.4 In addition to the work set forth in this Agreement, the CONSULTANT shall perform the following:
 - 3.4.1 The CONSULTANT shall secure at its own expense, all personnel, facilities and equipment required to perform the work necessary to complete this Agreement.
 - 3.4.2 The CONSULTANT shall maintain an adequate and competent staff licensed and operating within the State of Florida.
 - 3.4.3 The CONSULTANT shall comply with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of this Agreement and during its entire duration.
 - 3.4.4 The CONSULTANT shall at all times, keep the DISTRICT advised as to the status of this PROJECT including but not limited to the progress on individual tasks within the Scope of Work. The DISTRICT and its authorized representatives shall have the right to visit any work site and the office of the CONSULTANT at any reasonable time for purposes of inspection.
 - 3.4.5 The CONSULTANT shall cooperate with other engineers, consultants, construction contractors and suppliers retained by the DISTRICT as needed.

4. COMPENSATION.

The DISTRICT agrees to pay the CONSULTANT on a cost reimbursement basis for work performed under this Agreement in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice, as defined in subparagraph 4.2 of this Agreement for work satisfactorily performed by CONSULTANT. Invoices shall be submitted by the CONSULTANT to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) the CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) the CONSULTANT'S invoice number and date of invoice; (3) DISTRICT agreement number; (4) Dates of service; (5) the CONSULTANT'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONSULTANT Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the Agreement (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and PROJECT completion (based upon the cost and performance schedule in the Agreement). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 22). Invoices that do not conform to this provision will not be considered a proper invoice.
- 4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT shall, within ten (10) days after the improper invoice is received, notify the CONSULTANT in writing that the payment invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. Prior to providing this notice, the DISTRICT'S Project Manager must consult with and obtain concurrence from his or her Bureau Chief. If a corrected invoice is provided to the DISTRICT that meets the requirements of this Agreement, the corrected invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, the CONSULTANT shall fully perform the PROJECT work in accordance with the DISTRICT'S written instructions and may claim additional compensation. The CONSULTANT is under a duty to seek clarification and

resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. Disputes shall be resolved in accordance with the DISTRICT'S dispute resolution procedure. No PROJECT work shall be delayed or postponed pending resolution of any disputes or disagreements. This paragraph shall survive the termination or expiration of this Agreement.

4.5 By October 5th of each year of the Agreement, the CONSULTANT must provide the following documentation to the DISTRICT for all work performed through September 30th: i) invoices for completed, accepted and billable tasks, and ii) an estimate of the dollar value of work performed, but not yet billable.

4.6 Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the _____ agreement between the Southwest Florida Water Management District and Consultant Firm (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

4.7 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due the CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONSULTANT or its affiliates to the DISTRICT against any payments due the CONSULTANT under any agreement with the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

5. SUSPENSION OF PROJECT – EXTRA WORK.

5.1 The DISTRICT shall have the absolute right to terminate or suspend this Agreement, or modify the Agreement upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of this Agreement. Suspensions or termination of this Agreement, or modifications to the Agreement by the DISTRICT, shall be in writing.

5.2 If the CONSULTANT is of the opinion that any work the DISTRICT directs it to perform substantially increases the work of the CONSULTANT beyond the original Scope of Work ("Extra Work"), the CONSULTANT shall within ten (10) days of such direction, notify the DISTRICT in writing of this opinion. The DISTRICT shall within twenty (20) days after receipt of such notification, fairly judge as to whether or not such work in fact increases the work of the CONSULTANT beyond the Scope of Work and constitutes Extra Work. If the DISTRICT determines such service does constitute Extra Work, it shall provide extra compensation to the CONSULTANT

negotiated by the DISTRICT and the CONSULTANT based upon provisions of Paragraph 4, Compensation, above.

- 5.3 In the event this Agreement is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claim for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the DISTRICT may decide, however such extension shall not operate as a waiver of any other rights of the DISTRICT. Upon resumption of the Agreement, the CONSULTANT shall resume its service until the Scope of Work is completed in accordance with the Agreement, and the time for completion of the work, which was suspended, shall be extended for the duration of the suspension.
- 5.4 If, in the opinion of the DISTRICT, the progress of assigned PROJECT tasks during any period is substantially less than the amount which is necessary to meet the PROJECT schedule, the DISTRICT may require the CONSULTANT to take whatever action is necessary, in the opinion of the DISTRICT, to put the PROJECT back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of the CONSULTANT or its agents, employees or subcontractors.
- 5.5 In the event of claims by others against the DISTRICT in connection with the work being conducted under this Agreement, the CONSULTANT shall provide to the DISTRICT such technical assistance that the DISTRICT may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of the CONSULTANT, its agents, employees, or subcontractors to comply with the terms and conditions of this Agreement.
- 5.6 If the DISTRICT requires the CONSULTANT to assist with an audit of Agreement costs, such assistance shall not be considered Extra Work.

6. CONTRACT PERIOD.

This Agreement will be effective upon execution by both parties and will remain in effect through December 31, 2020, unless terminated pursuant to the provisions of this Agreement, or as amended or renewed in writing by the parties. All work authorized under this Agreement must be completed within the term of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

- 7.1 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.

7.2 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.

7.3 **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.

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

8. OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.

The CONSULTANT will provide the DISTRICT with any and all reports, models, studies, maps or other documents resulting from the PROJECT at no cost to the DISTRICT. Additionally, two (2) sets (three (3) if a cooperator copy is required), electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

- 8.1 All original documents prepared by the CONSULTANT are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONSULTANT without the written permission of the DISTRICT. The CONSULTANT will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONSULTANT to the DISTRICT upon the DISTRICT'S request and/or completion of the PROJECT. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.
- 8.2 Copies of all technical data and working papers regarding the PROJECT shall be made available to the DISTRICT if requested by the DISTRICT.
- 8.3 All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under this Agreement, shall become property of the DISTRICT without restriction or limitation of use, and shall be made available upon request to the DISTRICT at any reasonable time. The CONSULTANT may retain copies thereof for their files and internal use. Any use by the DISTRICT of such materials obtained under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement or use of incomplete materials obtained from the CONSULTANT by the DISTRICT shall be made at the risk of the DISTRICT and made without liability to the CONSULTANT. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Agreement.
- 8.4 All final plans, contract documents and/or such other documents that are required by Florida law to be endorsed and are prepared by the CONSULTANT in connection with the Agreement shall bear the certification of a person in the full employment of the CONSULTANT or duly retained by the CONSULTANT, and duly licensed and with current registration in the State of Florida.
- 8.5 The CONSULTANT shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT if requested by the DISTRICT. No material prepared in connection with the PROJECT will be subject to copyright by the CONSULTANT. The DISTRICT shall have the right to publish, distribute, disclose and otherwise use any material prepared by the CONSULTANT pursuant to the Agreement. Any use of materials

or patents obtained by the DISTRICT under this Agreement for any purpose not with the Scope of Work of CONSULTANT pursuant to this Agreement shall be at the risk of the DISTRICT.

- 8.6 For a period of five (5) years after completion of the Agreement, the CONSULTANT agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which the CONSULTANT is entitled. The CONSULTANT shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement without first obtaining the DISTRICT'S written consent.
- 8.7 The provisions of this Ownership of Reports, Documents and Other Materials Paragraph shall survive the expiration or termination of this Agreement.

9. CONSULTANT'S ACKNOWLEDGMENTS AND REPRESENTATIONS.

The CONSULTANT acknowledges and explicitly represents to the DISTRICT the following:

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

10. STANDARD OF PERFORMANCE.

The CONSULTANT shall perform and complete all assigned PROJECT tasks in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The DISTRICT shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

11. INDEMNIFICATION.

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

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

12. INSURANCE REQUIREMENT.

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

12.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office

without restrictive endorsements, or equivalent, including aircraft liability, as applicable, with the following minimum limits and coverage:

Per occurrence \$1,000,000

- 12.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person \$100,000
Bodily Injury Liability per Occurrence \$300,000
Property Damage Liability \$100,000

or

Combined Single Limit \$500,000

- 12.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 12.4 The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If CONSULTANT does not carry workers' compensation coverage, CONSULTANT must submit to the DISTRICT both an affidavit stating that CONSULTANT meets the requirements of an independent CONSULTANT as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 12.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 12.6 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.
- 12.7 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.

13. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon written notice to the CONSULTANT. Termination will be effective on the date provided in the notice. In the event of termination under this paragraph, the CONSULTANT shall be entitled to compensation for all services provided to the DISTRICT up to the date of termination which are within the Scope of Work, documented in the Budget, and are allowed under this Agreement. If the Agreement is so terminated, the CONSULTANT must promptly deliver to the DISTRICT copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables

prepared by the CONSULTANT. This paragraph shall survive the termination or expiration of this Agreement.

14. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by the CONSULTANT or against the CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

15. RELEASE OF INFORMATION.

The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

16. ASSIGNMENT.

Except as otherwise provided in this Agreement, the CONSULTANT may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

CONSULTANT must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of the CONSULTANT employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If CONSULTANT uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONSULTANT must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

18. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement, if in state court will be in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.

19. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT'S failure to timely comply with any obligation in this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONSULTANT. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONSULTANT'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This paragraph shall survive the termination or expiration of this Agreement.

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This paragraph does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This paragraph shall survive the expiration or termination of this Agreement.

21. SUBCONTRACTORS.

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

22. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONSULTANT to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Final invoice documentation submitted to the DISTRICT must include information relating to the amount of expenditures made to disadvantaged

businesses by the CONSULTANT, to the extent the CONSULTANT maintains such information.

23. THIRD PARTY BENEFICIARIES.

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

24. CONFLICTING EMPLOYMENT.

The CONSULTANT certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the DISTRICT relating to the services provided by the CONSULTANT under this Agreement. The CONSULTANT further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the DISTRICT regarding the work being performed under this Agreement. In the event the CONSULTANT is faced with an employment opportunity that appears to be a direct conflict with the work CONSULTANT is performing under this Agreement, the CONSULTANT shall provide the DISTRICT with notice of the employment opportunity. If the DISTRICT determines that the employment would be a direct conflict with the work the CONSULTANT is performing under this Agreement, the CONSULTANT and the DISTRICT shall have the opportunity to decide whether or not the CONSULTANT will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

25. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), 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.

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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

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

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. 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.

30. 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.

The remainder of this page intentionally left blank.

31. AGREEMENT DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to the DISTRICT'S RFP 1905, then to Exhibit "A," then to Exhibit "D," then to Exhibit "E", then CONSULTANT'S Proposal to RFP1905, then to Exhibit "B,", and then to Exhibit "C."

Exhibit "A"	Scope of Work
Exhibit "B"	Fee Schedule
Exhibit "C"	Key Team Members
Exhibit "D"	Deliverable Acceptance and Performance Evaluation
Exhibit "E"	Project Schedule, Project Budget & Invoice Schedule Formats
RFP 1905	Districtwide Ortho-Imagery Data Collection
CONSULTANT'S Proposal to RFP 1905	

The remainder of this page intentionally left blank.

EXHIBIT "A"
SCOPE OF WORK

TABLE OF CONTENTS

REVISION HISTORY2

INTRODUCTION3

1 PROJECT AREA.....3

2 ORTHO-PHOTO SPECIFICATIONS.....3

 2.1 Sensor3

 2.2 Image Resolution.....3

 2.3 Horizontal Accuracy.....3

 2.4 Horizontal and Vertical Datum4

 2.5 Photogrammetric Mapping Survey Control4

 2.6 Flight Season.....4

 2.7 Image Quality4

3 PROJECT MANAGEMENT AND REPORTING.....5

4 INFORMATION PROVIDED BY THE DISTRICT AND COUNTIES.....5

 4.1 Digital Elevation Models.....5

 4.2 Historical Images5

5 ORTHO-PHOTO DELIVERABLES.....5

 5.1 File Formats and Image Types6

 5.2 Metadata6

 5.3 Image Outline Feature Class7

 5.4 Survey Report.....7

 5.5 Secure Hash Standard (SHA)8

 5.6 Media.....8

6 ORTHO-PHOTO PROJECT SCHEDULE.....8

7 PROJECT PAYMENT9

ATTACHMENT 1 – DELIVERABLE SUMMARY TABLE 10

ATTACHMENT 2 – SWFWMD SURVEYING AND MAPPING REPORT GUIDELINES 11

ATTACHMENT 3 – ORTHO-PHOTO PROJECT AREA 15

ATTACHMENT 4 – REQUIRED TIFF AND GEOTIFF TAGS AND KEYS AND SAMPLE VALUES
..... 16

ATTACHMENT 5 – METADATA TEMPLATES 17

REVISION HISTORY

Revision	Date	Description	Author
V4.14	30 Nov 2017	Added Guidelines for Digital Deliverables	Al Karlin
V4.13	7 June 2017	Remove text: Minimum Technical Standards	Jim Owens
V4.13	22 Aug 2016	Adjusted 6" Accuracy To ASPRS 2015 GIS	Al Karlin
V4.12	4 April 2016	Reformatted Attachment B	Jim Owens
V4.11	25 Jan 2016	Updated ASPRS Accuracy to reflect radial RMSe	Al Karlin
V4.1	4 Jan 2016	Updated ATTACHMENT B – SWFWMD SURVEYING AND MAPPING REPORT GUIDELINES	Jim Owens
V4.0	29 Dec 2015	Updated to include ASPRS Accuracy Standards And 15 cm standard GSD. Added ASPRS link and NSSDA links. Updated resolution to 95% of final pixel. Updated Accuracy standard to 2 pixels. DEM in LAS1.4 PDRF6 with WKT coordinate system. Updated NSRS2007 to NSRS2011.	Al Karlin
V3.01	30 Mar 2015	Updated to 4-band stacked imagery	Al Karlin
V3.0	1 Dec 2011	Unknown Updates	Diana Burdick, Jim Owens, Frank Sargent
Note	29 Dec 2015	No previous revision history prior to V4.0	Al Karlin

INTRODUCTION

The District regularly uses digital ortho-photos to support regulatory, land management and acquisition, planning, engineering and habitat restoration projects. This work order defines the technical, cost and time scope for developing a portion of the District's ortho-photo databases. All final data will be stored in the District's database and will be made available to internal and external customers through client applications such as ArcMap. All data will be the property of the District and will be considered a public record as defined by applicable Florida Statutes.

1 PROJECT AREA

The project area is comprised of a collection of 5000' by 5000' cells that serve as the tiling scheme for ortho-photo and topographic data deliverables. The ortho-photo area to be mapped consists of 10,561 cells (approximately 9,400 square miles) defined in ATTACHMENT 3 – ORTHO-PHOTO PROJECT AREA and in the ArcGIS Shapefile *B089_FY2020_Ortho_Project_Area* delivered under separate cover.

2 ORTHO-PHOTO SPECIFICATIONS

All work must be under the supervision of a Florida licensed Professional Surveyor and Mapper and in accordance with Rule 5J-17, Florida Administrative Code, and an American Society of Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist (CP).

2.1 Sensor

All imagery will be collected using an airborne digital mapping sensor. Suitable sensors include, but are not limited to; Leica ADS40 with sensor heads 51 or 52 (SH51 or SH52), Leica ADS80, Leica ADS100, Vexcel UltraCamX, Vexcel Eagle, and Zeiss DMC..(Note: If the Leica ADS40 sensor is used it must have been retrofitted or originally manufactured to ensure that the infrared band aligns with the green and red bands.) Each sensor used must have a valid United States Geological Survey (USGS) Sensor/Camera calibration report or equivalent

2.2 Image Resolution

All imagery will have a ground sampling resolution not to exceed 95% of the final 15 cm pixel size. The Consultant will deliver images that have been resampled to 15cm (0.5 foot) pixels as defined in Section 5: Ortho-photo Deliverables of this work order.

2.3 Horizontal Accuracy

Ortho-photogrammetric Mapping will meet or exceed a verified horizontal accuracy of 73.5 cm at the 95% confidence interval (30cm RMSE_x and 30cm RMSE_y; 42.4cm RMSE_r) with an Ortho-imagery Mosaic Seamline Mismatch less than 60 cm as specified in the ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, (http://www.asprs.org/a/society/committees/standards/ASPRS_Positional_Accuracy_Standards_Edition1_Version100_November2014.pdf). Verification will follow methods as outlined in FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA; <https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3>). A minimum of thirty (30) independent image checkpoints within the project area will be used for verification. Check points will be distributed so that points are spaced at intervals of at least twenty-five (25) percent of the diagonal distance across the dataset and at least twenty (20)

percent of the points are located in each quadrant of the dataset. The Consultant is not expected to correct for "building lean" in urban areas.

2.4 Horizontal and Vertical Datum

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (2011) 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 (ex. GEOID12B) to compute ortho-metric heights based on GPS derived ellipsoid heights.

2.5 Photogrammetric Mapping Survey Control

The photogrammetric ground control must be adequate to support the accuracy specifications identified for this project. The Consultant will submit a survey report that documents and certifies the procedures and accuracies of the horizontal and vertical control, aircraft positioning systems and aerial triangulation utilized in the photogrammetric mapping project.

All newly-established horizontal and vertical control will be based on redundant, interconnected and direct ties to existing National Geodetic Survey (NGS) control stations, National Spatial Reference System (NSRS). The photogrammetric ground control network will meet or exceed the five (5) centimeter Local Network Accuracy Standard as set forth by the FGDC Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks (<https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part2>). The procedures used to establish vertical photogrammetric ground control using differential leveling will meet or exceed Third Order Vertical Control Accuracy Standards. The photogrammetric mapping Consultant will meet or exceed FEMA FLOOD HAZARD MAPPING PROGRAM, GUIDELINES AND SPECIFICATIONS FOR FLOOD HAZARD MAPPING PARTNERS, Appendix A, section A.5 Ground Control, and section A.6 Ground Surveys.

The Consultant shall calibrate the Geoid model by performing GNSS occupations of existing NAVD88 NGS 1st and/or 2nd Order control stations throughout the project area.

The photogrammetric mapping Consultant will coordinate with District staff in planning procedures and methodology used for all horizontal and vertical control surveys.

2.6 Flight Season

The flight season will be from December 15, 2019 through February 28, 2020. To the greatest extent possible, the Consultant should attempt to obtain imagery prior to January 30, 2020. Consultant must receive written approval from the District before collecting any imagery outside of this flight window.

2.7 Image Quality

All images will be obtained under cloud free conditions and will be free of obscuring haze, smoke or other atmospheric conditions. Radiometric and color balancing of the imagery is described in Section 5: Ortho-photo Deliverables of this work order. All images must be collected with a sun

angle no less than 30° and between 10:00 AM to 2:30 PM to minimize shadows.

3 PROJECT MANAGEMENT AND REPORTING

The Consultant will provide the following minimum project management and tracking reports:

Except where noted all reporting will be done on a bi-weekly basis. The reports via email will document the percent complete on the following minimum items:

- Geodetic Control Survey;
- Image Acquisition Status – **Daily (when acquired) Status Reports are Required;**
- Aerial Triangulation;
- Horizontal Accuracy Assessment;
- DEM Creation Status; and
- Ortho-photo Production Status.

4 INFORMATION PROVIDED BY THE DISTRICT

Upon request the District will provide the following information to the Consultant.

4.1 Digital Elevation Models

The Digital Elevation Model (DEM) must be adequate to support accuracy specifications identified for this project. The Consultant will submit information in the final survey report and metadata which documents the source and accuracy of the DEM utilized in the photogrammetric mapping project.

The District will provide the Consultant with any DEMs or Light Detection and Ranging (LiDAR) data available from past projects and overflights. In areas where no breakline data exist, the Consultant is responsible for processing breaklines necessary to accurately compile ortho-rectified imagery.

Additionally, the final DEM generated for the development of work order deliverables must be provided to the District in ASPRS LAS file format as per LAS Specification 1.4 PDRF 6 with associated metadata and WKT coordinate system.

4.2 Historical Images

To maintain consistency between images collected during different years, the District will provide historical examples of imagery to the Consultant to assist in color balancing.

5. ORTHO-PHOTO DELIVERABLES

All deliverables will be the property of the District and are considered a public record. The Consultant must receive written permission from the District prior to releasing data to any party. Under this work order the Consultant will deliver only the ortho-corrected color infrared and natural color imagery. The Consultant will keep a copy of the original data for a period of five (5) years and must contact the District before destroying the data. Refer to ATTACHMENT 1 – DELIVERY SUMMARY TABLE for an overview of all required deliverables.

The Consultant will document all data deliveries with an itemized transmittal letter.

5.1 File Formats and Image Types

Clarity and quality of the imagery is of the highest importance to the District. For all 32 bit images, coloration should be equivocal to conventional natural color and color infrared film products. The Consultant will submit samples of each image type representative of the land covers found throughout the project area for approval prior to completing radiometric processing of the entire dataset.

Imagery will be delivered as uncompressed GeoTIFF images with valid projection header information. Refer to ATTACHMENT 4 – REQUIRED TIFF AND GEOTIFF TAGS AND KEYS AND SAMPLE VALUES for details. One GeoTIFF file per 5000 x 5000 foot tile is required.

One 4-band stack that includes 32-bit red, green, blue and infrared bands is the method of delivery for each 5000 x 5000 foot tile.

- a) *Natural Color Imagery* – The natural color, RGB, bands will be color balanced across the entire study area to the greatest extent possible to allow viewing of the image tiles as a visually seamless mosaic. Care should be taken during radiometric processing to avoid loss of detail in shadows and overexposure on bright surfaces such as bare ground and light colored building roofs.
- b) *Color Infrared Imagery* – The color infrared band will be radiometrically processed in a manner that preserves original image characteristics to the greatest extent practical. Systematic radiometric corrections to reduce sun angle and sensor variations are desired. Corrections for seasonal variations in ground cover are not to be done, however, care should be taken to ensure appropriate coloration of different vegetation types (e.g. deciduous, evergreen, etc.) is evident.

All ortho-images will be delivered according to the tiling scheme defined in Section 1: Project Area. Tiles will be complete, contiguous and non-overlapping and will be suitable for creating a seamless image mosaic that includes no data void cells or gaps. Tile naming convention is as follows:

OPYYYY_SPW_bit.TIF

Where: OP stands for Ortho-photo
YYYY is the year
SPW is the appropriate cell number values found in the
B089_FY2020_Ortho_Project_Area shapefile.
Bit is the number of bits in the imagery (32)

e.g.: OP2017_412279_32.TIF

5.2 Metadata

Metadata must be delivered for each GeoTIFF, the DEM used for ortho-photo production, the cutline feature class, and project wide for the ortho-photos in an ArcCatalog compatible XML format. Templates for each deliverable that requires metadata are found in ATTACHMENT 5 – METADATA TEMPLATES and in an XML file delivered under separate cover.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content

Standard for Spatial Metadata. All metadata must pass through the USGS metadata parser at <http://mrddata.usgs.gov/validation/> with no errors.

Metadata and the image collection date(s) must apply to each individual tile. The image collection date(s) must be populated in the following field:

- *Time Period for Which the Data is Relevant:* e.g. 20170105

Preliminary metadata should be delivered with each interim data deliverable. The District and Consultant will jointly finalize metadata requirements. Upon acceptance metadata will be uploaded on an external hard drive containing the final deliverables. Refer to Section 5.6: Media for additional details.

5.3 Image Outline Feature Class

The Consultant will submit one (1) file geodatabase named B089_FY2020_Cutlines with a feature class also named B089_FY2020_Cutlines containing non-overlapping polygons with no data voids for the project area. Each polygon will delineate image capture dates used to seam together flightlines for the production of ortho-photos.

The feature class should conform to project boundary, and must have one date field named FLIGHTDATE that identifies the date the imagery was collected. The FLIGHTDATE attribute field should be populated as YYYYMMDD. Metadata must accompany the image outline feature class.

5.4 Survey Report

The Consultant will prepare a survey report that documents all photogrammetric ground control, aircraft global positioning system, aerial triangulation, DEM creation, photo identification (horizontal and vertical) check points and ortho-rectification processes utilized in the project. The survey report must also include an accuracy report and statement compliant with FGDC Geospatial Positioning Accuracy Standards, National Standard for Spatial Data Accuracy (NSSDA). The survey report must include a map delineating flight line locations and flight dates. This report must be compliant with relevant Technical Standards defined in Rule 5J-17, Florida Administrative Code and delivered in hardcopy and PDF formats.

The Consultant will deliver two (2) hardcopies of this report and one (1) PDF of the final survey reports on the external hard drive containing the final deliverables.

The survey report must include items outlined in ATTACHMENT 2 – SWFWMD SURVEYING AND MAPPING REPORT GUIDELINES.

The following supporting materials must be delivered with the survey report:

- Final deliverable file listing stating filename with extension and delivery date in the appendix of the survey report.
- Ground control layout map containing all check points, horizontal and vertical control.
- Digital copy of the final GPS least squares adjustment.
- Surveyed image checkpoints used for accuracy testing in one (1) file geodatabase named *B089_FY2020_GroundControl* with a feature class also named *B089_FY2020_GroundControl* feature class (point) format and excel format. The

minimum required fields are listed in TABLE 1 – GROUND SURVEY CONTROL POINTS FIELD PROPERTIES.

TABLE 1 – GROUND SURVEY CONTROL POINTS FIELD PROPERTIES

Field Name	Date Type	Description
POINT_NAME	Text	Control point designation.
LATITUDE	Double	Geographic Y-coordinate specifying vertical position.
LONGITUDE	Double	Geographic X-coordinate specifying horizontal position.
ELLIPSOIDHEIGHT	Double	Height above or below the reference ellipsoid.
NORTHING	Double	State Plane Y-coordinate in US Survey Feet.
EASTING	Double	State Plane X-coordinate in US Survey Feet.
NAVD88HEIGHT	Double	Ortho-metric height in US Survey Feet.
DESCRIPTION	Text	Additional information or details pertaining to the control point.

5.5 Secure Hash Standard (SHA)

All final deliverables will have computed a fixed-length digital representation of the file using a Secure Hash Algorithm (SHA). The Consultant is required to use SHA-1, and will provide a digital comma delimited text document containing the hash outputs on the final drive.

5.6 Media

All imagery will be delivered on portable external hard drives that are labeled with:

- Project Title;
- Purchase Order Number;
- Work Order Name;
- Work Order Number;
- Consultant Name; and
- Project Managers Names.

The Consultant will document all data deliveries with an itemized transmittal letter.

The District will accept preliminary data deliverables for the purpose of quality assurance and quality control. Upon acceptance of the deliverables, one (1) drive capable of holding all deliverables will become the property of the District, and preliminary drives will be returned to the Consultant.

6. ORTHO-PHOTO PROJECT SCHEDULE

All final deliverables must be received within one hundred eighty (180) calendar days from the successful collection of aerial imagery. The Consultant will submit a proposed project schedule and cost plan. The Consultant will notify the District when aerial images have been collected. Ortho-photo data may be delivered incrementally as completed. The District will have thirty (30) calendar days to inspect and accept each incremental delivery. All data and products generated for this project must be delivered to the District with project title, purchase order number, work order name, work order number, Consultant name, and project manager's names, in addition to fully complying with the standards identified in the preceding sections.

7. PROJECT PAYMENT

The Consultant will submit invoices broken down into tasks defined in EXHIBIT “E” – PROJECT SCHEDULE, PROJECT BUDGET & INVOICE SCHEDULE FORMATS.

Payment in accordance with the schedule will be made upon receipt of proper invoices and in accordance with percentage complete for each of the categories.

The remainder of this page intentionally left blank.

ATTACHMENT 1 of EXHIBIT A – DELIVERABLE SUMMARY TABLE

Copies	Description	Datum (SPF - W)	Format
1	32-Bit Cells, 4-band RGBi stack (Red, Green, Blue, Infrared bands), 6 inch (15cm) Ground Sample Distance (GSD) resolution	NAD83 (2011)	GeoTIFF
1	12-bit dynamic range strips	NAD83/2011	GeoTIFF
2	Survey Report (optional)		Hardcopy (raised seal)
1	Survey Report		PDF (electronic seal)
1	Metadata File for Each GeoTIFF, Cutline Feature Class, the DEM, and Project Wide Ortho-photos		ArcGIS XML FGDL-compliant
1	Cutline Feature Class	NAD83 (2011)	ArcGIS Feature Class
1	DEM for ortho-photo generation	NAD83 (2011)	LAS 1.4
1	Secure Hash Algorithm Output File		Comma Delimited Text File and Microsoft Excel (.XLSX)
1	Ground Control Feature Class	NAD83 (2011)	ArcGIS Feature Class

The remainder of this page intentionally left blank.

ATTACHMENT 2 OF EXHIBIT A

SWFWMD SURVEYING AND MAPPING REPORT GUIDELINES

PHOTOGRAMMETRIC MAPPING SERVICES

The following outline presents guidance and requirements for professional surveying and mapping in the process of photogrammetric mapping services for the Southwest Florida Water Management District (SWFWMD).

1. GEODETIC (HORIZONTAL AND VERTICAL) GROUND CONTROL SURVEYS

The Professional Surveyor and Mapper (PSM) will prepare a certified report of survey according to: FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17, Standards of Practice applicable for this work. The report will include the following items:

- 1.1 DISTRICT Project Title, Agreement Number, CONSULTANT Name, and Project Managers Names
- 1.2 Name and address of corporation (certificate of authorization number)
- 1.3 Surveyor in responsible charge (contact information)
- 1.4 Abbreviations; data sources; etc.
- 1.5 Introduction, purpose, project objective, scope of work, results and conclusions
- 1.6 Describe equipment, hardware and software
- 1.7 Describe the accuracy standards and specifications, procedures and methodology for establishing ground control (including the quality control (QC) check points)
- 1.8 Describe and list the geodetic control (existing and newly-established), displaying the horizontal and vertical coordinates, datums used, geoid model and error estimates (95% confidence level)
- 1.9 Accuracy reporting will be according to FGDC geospatial accuracy standards:
 - 1.9.1 Report the horizontal and vertical (heights) accuracies (local and network) according to: FGDC STANDARDS FOR GEODETIC NETWORKS (FGDC-STD-007.2-1998)
 - 1.9.2 Report the accuracy analysis for the check point data in spreadsheet format according to: FGDC GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998)
- 1.10 List the field and office personnel
- 1.11 Date of field survey
- 1.12 Describing monumentation recovered and set
- 1.13 Professional surveyor and mapper certification will include the following: "THIS PHOTOGRAMMETRIC MAPPING GROUND CONTROL SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE."
- 1.14 Existing geodetic control recovery/to-reach descriptions, sketches, field notes, photographs, etc.
- 1.15 Newly-established photogrammetric control location descriptions, sketches, field notes, photographs, etc.
- 1.16 Copies of Global Positioning System (GPS) data logs and a listing of GPS occupations

- 1.17 All GPS data observed and produced during the survey (digital format), including the raw observation data, processed baselines, loop closures and least squares adjustments (free and fixed)
- 1.18 Report will include a map overlay which will display the following items:
 - 1.18.1 GPS baseline network, indicate repeated measurements
 - 1.18.2 Existing horizontal and vertical geodetic control
 - 1.18.3 Newly-established photogrammetric control
 - 1.18.4 QC check points
 - 1.18.5 Base map features (SWFWMD boundaries, county boundaries, major roads, major hydrography/water bodies, township/range lines, cities)

2. AERIAL TRIANGULATION, DIGITAL ORTHO-PHOTOGRAPHY AND LiDAR TOPOGRAPHIC MAPPING REPORT

The PSM will prepare a certified report of survey according to: FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17. The report will contain the following items:

- 2.1 SWFWMD project title and reference number
- 2.2 Name and address of corporation (certificate of authorization number)
- 2.3 Surveyor in responsible charge (contact information)
- 2.4 Abbreviations, definitions; data sources; etc.
- 2.5 Introduction, purpose, objectives
- 2.6 Scope of work
- 2.7 Describe all equipment, software, etc.
- 2.8 Imaging sensor description and calibration report
- 2.9 Airborne GPS report
- 2.10 Aerial triangulation control coordinates and aerial triangulation blocks along with statistical summaries
- 2.11 Digital ortho-photo image acquisition dates and logs
- 2.12 Digital ortho-photo image production specifications
- 2.13 Digital elevation model acquisition (identify source and accuracy)
- 2.14 Digital ortho-photography image accuracy analysis (photo id QC vs photogrammetric derived) according to: FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998)
- 2.15 LiDAR data acquisition dates and logs
- 2.16 LiDAR sensor description and calibration report
- 2.17 LiDAR specifications and procedures
- 2.18 LiDAR QC accuracy analysis according to: FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998)
- 2.19 List the field and office personnel
- 2.20 The following Professional surveyor and mapper certification:
 "THIS PHOTOGRAMMETRIC MAPPING DATA AND REPORT IS CERTIFIED TO SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE."
- 2.21 FGDC Metadata in digital XML file format

- 2.22 Photogrammetric identification quality control point sketches, descriptions, photographs
- 2.23 Report will include a map overlay which will display the following items:
 - 2.23.1 Ground control
 - 2.23.2 Aerial triangulation blocks
 - 2.23.3 Digital ortho image cut lines and dates associated with the strips
 - 2.23.4 Digital ortho image tile limits and layout
 - 2.23.5 Digital ortho-photography QC Check Point Locations
 - 2.23.6 LiDAR QC accuracy locations
 - 2.23.7 Base map features such as: USGS quad, SWFWMD boundaries, county boundaries, major roads, major hydrography/water bodies, township/range lines, basin boundaries, cities

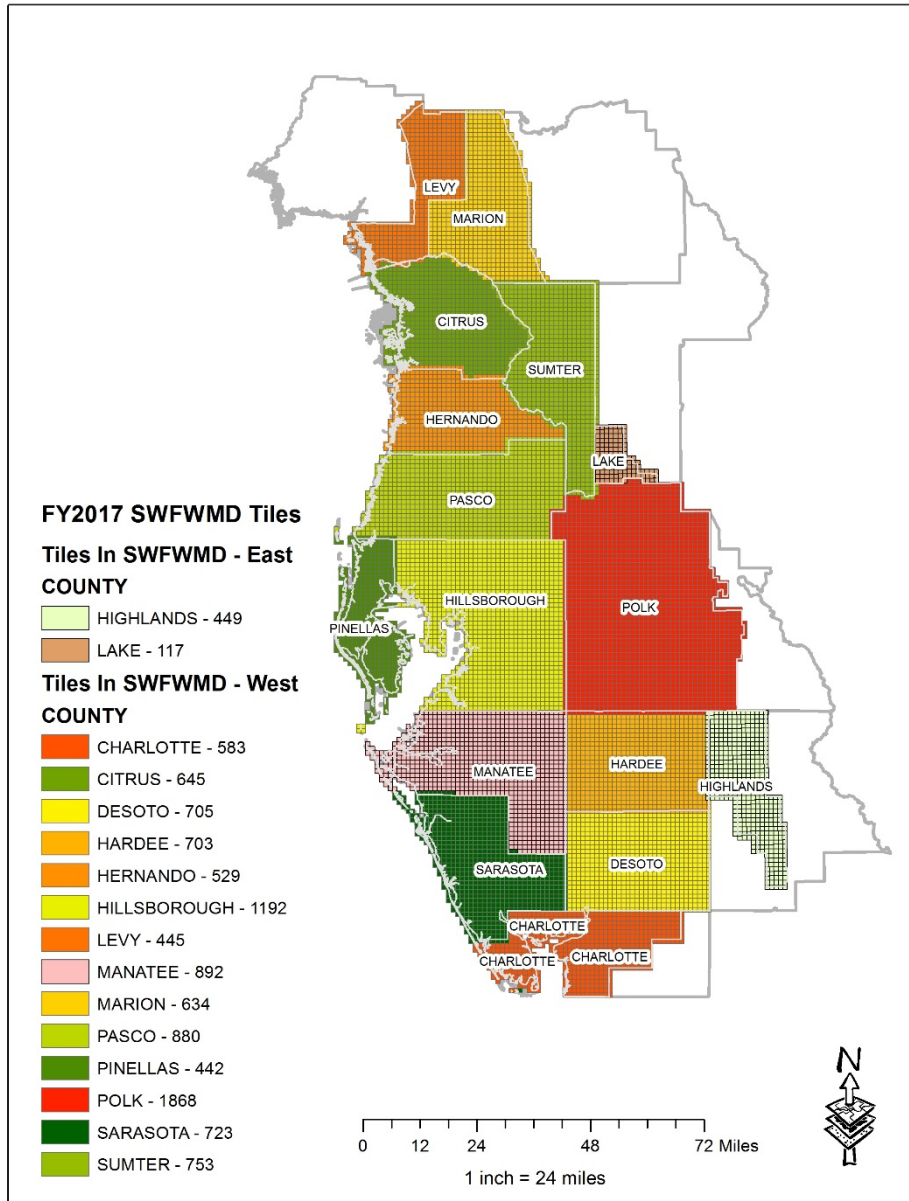
The remainder of this page intentionally left blank

SFWWMD Ground Survey Guidelines for Digital Deliverables

- 3.1 The digital Survey Reports may be submitted as either (1) a scanned copy of the signed/sealed survey report or digitally signed/sealed (asper FAC 5J-17) and delivered as an Adobe™ Page Definition Format (.PDF) file named “YY#####_Survey_Report.pdf”, where YY = the last two digits of the year and ##### are the letters and digits of the service agreement.
- 3.2 A MicroSoft™ Excel spreadsheet containing all data to be certified will include, at minimum the following fields (columns): POINT_NAME, NORTHING, EASTING, NAVD88_ELEVATION, and DESCRIPTION. When additional fields for multiple point attributes are described for points, an additional field (column) will be added to the spreadsheet and attribute descriptions separated into the discrete fields. Point numbers will be indicated in the field notes. The Survey Report will reference the Excel digital filename of the form “YYTW###_Survey_Report_Table.xlsx”, where YY = the last two digits of the year and ### are the three-digit number of the Task Work Assignment, date, time, and byte size (using the file size not the size on disk).
- 3.3 A second Adobe™ Page Description Format (.PDF) file named “YYTW###_Field_Notes.pdf” (where YY = the last two digits of the year and ### are the three-digit number of the Task Work Assignment) shall contain scanned copies of all field notes. The first page should include the company name, address, and contact information.
- 3.4 All raw data should be delivered in a single .ZIP archive file named, YYTW###_Data_Collection.ZIP where YY = the last two digits of the year and ### are the three-digit number of the Task Work Assignment.
- 3.5 Site photographs shall be delivered in Joint Photographic Experts Group (JPEG) file format, with each .JPG file corresponding to the location Point Number as shown in the Survey Report Table (3.2 above). The cardinal (North, South, East, or West) direction of each photograph will be labeled on the .JPG image. If a Point Number includes multiple photographs, the name of the .JPG file will be appended with an underscore (“_”) and consecutive point number (ex.NVA001_1.jpg; NVA001_2.jpg, and so on.) The photographs will be delivered in a single ZIP archive file named “YYTW###_Photographs.zip”, where YY = the last two digits of the year and ### are the three-digit number of the Task Work Assignment.

The remainder of this page intentionally left blank.

ATTACHMENT 3 OF EXHIBIT A
 ORTHO-PHOTO PROJECT AREA



ATTACHMENT 4 OF EXHIBIT A
REQUIRED TIFF AND GEOTIFF TAGS AND KEYS AND SAMPLE VALUES

TIFF Tags Required:

Tag Name	Decimal	Hex	Type	Sample Value
ImageWidth	256	100	Short or Long	5000
ImageLength	257	101	Short or Long	5000
BitsPerSample	258	102	Short	8 8 8
Compression	259	103	Short	1
PhotometricInterpretation	262	106	Short	2
Orientation	274	112	Short	1
StripOffsets	273	111	Short or Long	8 510008
SamplesPerPixel	277	115	Short or Long	3
RowsPerStrip	278	116	Short or Long	34
StripByteCounts	279	117	Short or Long	510000 510000
ImageDescription	270	10E.H	ASCII	Southwest Florida Water Management District Digital Ortho-photo
DocumentName	269	10D.H	ASCII	<Cell Number> <Zone> <State>

Tiff Tags Defined by GeoTIFF:

Tag Name	Decimal	Hex	Type	Sample Value
ModelPixelScaleTag	33550	830E	Double	1.0 1.0 0
ModelTiePointTag	33922	8482	Double	0 0 0 525000 188000 0
GeoAsciiParamsTag	34737	87B1	ASCII	Southwest Florida Water Management District Six Inch Resolution <start flight date> - <end flight date> NAD 1983 (NSRS 2011) State Plane Florida West FIPS 0902 Feet
GeoKeyDirectoryTag	34735	87AF	Short	1 1 0 6 1024 0 1 0 1025 0 1 1 1026 34737 78 0 3072 0 1 26959 3073 34737 53 78 3076 0 1 9003

GeoKeys Defined by GeoTIFF:

Tag Name	Decimal	Hex	Type	Sample Value
GTModelTypeGeoKey	1024	400	Short	0
GTRasterTypeGeoKey	1025	401	Short	1
GTCitationGeoKey	1026	402	ASCII	Southwest Florida Water Management District Six Inch Resolution <start flight date> - <end flight date>
ProjectedCSTypeGeoKey	3072	C00	Short	2882
PCSCitationGeoKey	3073	C01	ASCII	NAD 1983 (NSRS 2011) State Plane Florida West FIPS 0902 Feet
ProjLinearUnitsGeoKey	3076	C04	Short	9003

ATTACHMENT 5 OF EXHIBIT A
METADATA TEMPLATES

The following metadata templates are available from the District upon request:

1. Cutline Template
2. Ortho-photo DEM Template
3. Individual Ortho-photo Template
4. Project-wide Ortho-photo Template

(The remainder of this page intentionally left blank)

EXHIBIT "B"
FEE SCHEDULE

A Sample Fee Schedule will be a provided as a separate document to the solicitation. Costs will not be submitted with your proposal. The Fee Schedules will be negotiated with the most qualified firms as provided in Section 5.1, Evaluation of Proposals and Final Selection of this solicitation and Section 287.055, F.S..

EXHIBIT "C"
KEY TEAM MEMBERS

NAME OF KEY TEAM MEMBER	POSITION TITLE	JOB CLASSIFICATION
-------------------------	----------------	--------------------

Name of Primary Firm

Jonathon Doe	Senior Ecologist/Principal	Project Management Professional 10
James Doe	Managing Engineer	Project Management Professional 7
Joseph Doe	Project Engineer	Project Management Professional 2

APPROVED SUBCONTRACTORS

Name of Subcontractor

Robert Jones	General Manager	Project Management Professional 8
Rick Jones	Professional Engineer	Engineer 3
Roger Jones	Data Modeler	Data Modeler 2

The remainder of this page intentionally left blank.

EXHIBIT "D"
DELIVERABLE ACCEPTANCE AND PERFORMANCE EVALUATION

- A. DELIVERABLE ACCEPTANCE DETERMINATION. PROJECT deliverables are outlined in the DISTRICT'S Agreement. The DISTRICT'S Project Manager shall evaluate the CONSULTANT'S deliverables and determine if the deliverables are acceptable. Deliverables shall only be accepted when they are in compliance with the Agreement and approved by the DISTRICT'S Project Manager at the pre-submittal meeting. Deliverables that are not acceptable shall be returned to the CONSULTANT to address deficiencies. If an acceptable deliverable cannot be provided within an identified time frame, other action shall be taken as deemed necessary by the Project Manager including suspension as specified in the Suspension of Project – Extra Work Paragraph, or Agreement termination as specified in the Termination Without Cause Paragraph and Default Paragraph of the Agreement.
- B. PERFORMANCE EVALUATION. The DISTRICT shall evaluate the CONSULTANT'S performance throughout the Agreement in four performance categories: Performance Schedule, Communications, Staff Assignments and Technical Quality, and Project Management. Performance evaluation ratings of Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory shall be assigned to the CONSULTANT for each performance category at the completion of the Agreement. Each invoice submission must include an Agreement progress report with the CONSULTANT'S Project Manager's assessment of the PROJECT'S actual progress as compared to the approved performance schedule. Details must include any deficiencies and the recovery actions completed and planned.

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

The performance evaluation criteria are broadly defined as follows:

1. Performance Schedules - The CONSULTANT is expected to adhere to the performance schedule negotiated in the Agreement.
2. Communications - The CONSULTANT'S Project Manager is expected to respond in a timely manner to inquiries and requests made by the DISTRICT'S Project Manager, and is expected to set aside time for review and discussion of deliverables. The parties should engage in free and open discussion of PROJECT issues to insure expeditious resolution of such issues.
3. Staff Assignments and Technical Quality - Team members presented in the CONSULTANT'S response to the DISTRICT'S solicitation 1905 are expected to be utilized in such a manner as to result in efficient workflow, quality deliverables and on-time performance. Reassignments should be minimal and positively influence performance. Staffing adjustments to address turnovers or performance deficiencies are to be handled expeditiously, maintaining on-time performance. Replacement of team members is subject to the terms and conditions of this Agreement.
4. Project Management - An Agreement that is completed on time, within budget, and with consistently acceptable deliverables is demonstration of a well-managed project.

The remainder of this page intentionally left blank.

EXHIBIT "E"
PROJECT SCHEDULE, PROJECT BUDGET & INVOICE SCHEDULE FORMATS

PROJECT SCHEDULE

Task	Start Date	Completion Date
1.		
2.		
3.		
4.		
5.		

PROJECT BUDGET

Task	Cost
1.	
2.	
3.	
4.	
5.	
Total	

INVOICE SCHEDULE

Invoice	Task Deliverable	Invoice Amount
1.		
2.		
3.		
4.		
5.		
Total		

(The remainder of this page intentionally left blank)

**ATTACHMENT 2
PUBLIC ENTITY CRIMES STATEMENT
FOR
DISTRICTWIDE ORTHO-IMAGERY DATA COLLECTION**

**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.

CONTRACTOR: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__
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
DISTRICTWIDE ORTHO-IMAGERY DATA COLLECTION
SOLICITATION TYPE AND NUMBER RFP 1905

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