



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR BIDS (RFB)

Bids Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406		Number: 6000000254 Issue Date: April 20, 2009
		SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION GOAL: <u>25</u>% BID EQUALIZATION PERCENTAGE - "N/A"
TITLE: BILLY DON GRANT PARCEL WETLAND RESTORATION SOUTHERN CREW, LEE COUNTY, FLORIDA		
Purpose: The purpose of this RFB is to solicit bids from responsive and responsible bidders to complete the emergent marsh planting and monitoring of 87 acres to satisfy permit requirements the Billy Don Grant Wetland Restoration Project. A more complete description of the technical specifications can be found in Part 4 of this RFB.		
Inquiry Period: April 20, 2009 to May 4, 2009 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Johanna Labrada, Lead Contract Specialist Telephone No: (561) 242-5520 ext. 4086 E-Mail: jlabrad@sfwmd.gov Fax No: (561) 682-5429 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.	
Deadline For Bid Submission: MAY 15, 2009 - 2:30 P.M. <u>1</u> Original and <u>1</u> Copy to be Submitted ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-6391 Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.		
OPTION PRE-BID CONFERENCE APRIL 28, 2009 AT 10:00 A.M. A Site Visit Will Immediately Follow		LOCATION: Big Cypress Basin Poinciana Professional Park 2640 Golden Gate Parkway Suite 205, Naples, FL 34105
All interested parties are encouraged to attend.		
This RFB is Comprised of a Response Checklist and 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Compliance Disclosure Form Part 4. Statement of Work/Specifications/Attachment A Permits Part 5. Small Business Enterprise (SBE) Program including SBE Subcontractor Participation Schedule and Statement of Intent to Perform as a Subcontractor		Attachments: 1. Statement of No Response 2. Insurance Requirements (Exhibit H) 3. Sample Contract 4. SBE Detail Vendor List

REQUEST FOR BID RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your bid package is complete, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your bid package.

		Have you met the bid submission deadline established in the solicitation?
		Have you submitted the required number of complete copies of the bid?
		Have you attached a completed and signed Compliance Disclosure Form?
		Are there minimum license requirements? If yes, has evidence been included in the bid?
		Have you provided evidence of the ability to meet the bonding requirements, if applicable?
		Have you provided evidence of the ability to obtain appropriate insurance coverage?
		Are you in good standing with the Florida Secretary of State (corporations and partnerships)?
		Have the Client Reference Forms been completed and attached to the bid?
		Have you met the Small Business Enterprise (SBE) subcontracting goal? (see solicitation cover page and Part 5)
		• Statement of Intent to Perform as an SBE Subcontractor form completed and signed
		• SBE Subcontractor Participation Schedule form completed and signed
		• Proof of certification

PART 1
GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

"RFB". A Request for Bids, which is a written solicitation for sealed competitive bids in which price is the primary selection criterion.

"Bidder" or "Respondent". All contractors, consultants, organizations, firms or other entities submitting a response to this RFB.

"Bid" or "Response". The bidder's written response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Bids, Request for Proposals or Request for Quotes. The District may also solicit responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and the other party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection and water quality protection. The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation and construction.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

1.4 COMPLIANCE DISCLOSURE FORM

The Compliance Disclosure Form, attached to this solicitation, includes representations and certifications, including a Non-Collusion certification, that shall be executed by an individual authorized to bind the respondent.

If the *Compliance Disclosure Form* is not submitted as part of the respondent's bid package, is altered in any manner or is not fully completed, the respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2.1). The *Compliance Disclosure Form* is attached to Part 3 of this solicitation.

1.5 PUBLIC ENTITY CRIMES/
DISCRIMINATORY VENDOR LIST

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 SPECIALLY DESIGNATED NATIONALS AND
BLOCKED PERSONS

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The applicant further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation. The District, in the event of such termination, shall not incur any liability to the applicant for any work or materials furnished.

1.7 LOBBYING

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any bid submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Contract Specialist/Purchasing Agent (identified on the cover page of this solicitation) shall be the only point of contact for

questions and/or clarifications concerning the solicitation and the award process.

1.8 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7, Part II, F.A.C., the District's Governing Board, upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District.

Any bid submitted by a respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review.

In addition, the principals of any respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while the principals of the respondent or its proposed subcontractors or subconsultants remain on the Suspension List.

In the event there is any intentional misrepresentation, the respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.9 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District's Small Business Enterprise (SBE) Program is designed to help small businesses participate in District procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. In accordance with Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"), the District has established an SBE participation goal for this solicitation as indicated on the cover page of this solicitation. Refer to Part 5 for additional SBE guidelines and information.

1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract Specialist/Purchasing Agent, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).

1.11 ORAL REPRESENTATIONS

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this solicitation.

1.12 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).** All addenda placed on the District's web site can be downloaded.

1.13 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirement at any time if determined to be in the best interest of the District.

1.14 STATEMENT OF NO RESPONSE

Potential respondents who have determined not to submit a bid in response to this solicitation are encouraged to complete the 'Statement of No Response form' attached to the solicitation cover page and return it to the District by the deadline for response submission. The envelope must be plainly marked – include solicitation number and the reference: "No Response."

1.15 SOLICITATION DOCUMENTS

If a potential respondent protests any provisions of the solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Bids and/or posting of any written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending District Solicitations).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the

time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.16 SAMPLE CONTRACT

The respondent understands that this solicitation or the response shall not constitute a contract with the District. An official contract or purchase order is not binding until (a) all bids are reviewed and accepted by appointed staff; (b) the contract or purchase order has been approved by the appropriate level of authority within the District; and (c) the contract has been executed by the parties or the purchase order has been issued to the respondent.

A sample contract is attached to this solicitation. The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract.

1.17 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

1.18 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.19 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. **The SBE Utilization Plan shall be submitted with the bid.** The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The

District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Department in the District's B-1 Building, 2nd Floor West prior to the deadline set for opening responses. The District will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2, Tab A).

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 682-6391 before the opening time of the responses. The District will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.20 ASSIGNMENT OF RESPONSE

A respondent shall not transfer or assign its response to a third party following submission of a bid to the District.

1.21 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified.

1.22 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 3), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.23 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject any and all bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such bid is

deemed non-responsive (**refer to Part 2, Tab A**); (3) if the respondent is deemed non-responsible (**refer to Part 2, Tab B**); or (4) if the bid contains any material irregularities. Minor irregularities contained in a response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District. Bids will be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

Other conditions which shall cause rejection of the bid, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting as the Prime Contractor or Prime Consultant more than one bid, evidence of collusion among respondents, or evidence that the Prime Contractor/Prime Consultant has a financial interest in another firm seeking to perform the services described in Part 4.

Note: If a bid is deemed non-responsive or if a respondent is deemed non-responsible by the District after initial review of the bid submissions, the opportunity for a respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.25.

1.24 GOVERNING BOARD REVIEW

The District will report the final results via the *Notice of Intent to Award*. Prior to the official posting by the District, the preliminary results will be reviewed by the District's Leadership Team for compliance with Governing Board policies and directives. The ranking results will be forwarded to the Governing Board for final approval.

If the Governing Board identifies issues that are inconsistent with policy objectives, the District will post an official "Reject All Bids" notice. If acceptable to the Governing Board, the District will post the official results on the Friday following Thursday's regular Governing Board monthly meeting.

1.25 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

Following Governing Board acceptance of the final results and in compliance with Chapter 120 of the Florida Statutes, the official *Notice of Intent to Award* will be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Solicitation Award Information). The District also will post the results at the Procurement Department in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida as well as the District's HOTLINE (1-800-432-2045) to communicate intended award decisions.

This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays). If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after posting of the *Notice of Intent to Award* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with a bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.26 CONTRACT AWARD

The District anticipates awarding a contract to the responsible entity that submits the lowest responsive bid. The District reserves the right to make award(s) by individual items, groups thereof, all or none or any combination thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

Tie Bids: In the event of ties as to the lowest responsive bid and responsible bidder, the contractor shall be selected based on the following order of preference: (1) a university within the Florida State University system, pursuant to Section 373.63, Florida Statutes, (2) a business which has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes, and (3) an entity chosen by random selection.

Bid Confirmation: The District reserves the right to request a written confirmation of the bid and additional information relating to the bidder's responsibility prior to awarding a contract. Failure of the bidder to confirm the bid within seven (7) calendar days from the date of the District's request may render the bid non-responsive and will entitle the District to award the contract to the next lowest responsive/responsible bidder. The District also reserves the right to cancel this RFB at any time and/or to solicit and re-advertise for other bids. Prior to contract award, the respondent(s) shall submit

documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the District at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

Bids shall be submitted on the *Compliance Disclosure Form* (Part 3) and must be signed by the bidder's authorized representative. Bidders must bid on all items listed. Failure to do so may render the bid non-responsive.

In order to facilitate District review, responses should be organized in the following sequence and include tabbed sections as set forth below:

Tab A. Responsiveness Conditions

Tab B. Responsibility Documentation

A response checklist is attached to this solicitation to facilitate final review of bid format and content. The checklist is provided for the convenience of the respondent and is not required to be returned with the respondent's bid.

Tab A. Responsiveness Conditions

Each bid shall be reviewed for responsiveness in accordance with the following conditions. If a respondent fails to satisfy these conditions, the bid shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the bid
(refer to Part 1.19 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 and Part 3 for more information)
- (3) SBE Subcontractor Utilization Plan
The District has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive.
(refer to Part 1.9 and Part 5 for more information)

Tab B. Responsibility Documentation

Each bid shall be reviewed for responsibility in accordance with the following conditions. If, at the time of bid submission, a respondent fails to produce evidence to demonstrate compliance with each of the conditions noted below for items 1, 2 and 3 (if applicable), the respondent shall be required to produce evidence that such documentation was in effect at the time of bid submission within three (3) business days of notification by the District. If the District does not receive such evidence within this timeframe, the respondent shall be deemed non-responsible by the District for this solicitation and its bid will not be considered for further review.

(1) *Minimum License Requirements*

The following minimum licenses will be required for this project: < NOT APPLICABLE for this solicitation >

(2) *Bonding Requirements*

The following bonds will be required for this project:
< NOT APPLICABLE for this solicitation >

(3) *Evidence of Insurance Coverage*

All respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all of the Exhibit "H" requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the respondent is a self-insured entity, the respondent may contact the District's Contract Specialist/Purchasing Agent identified on the cover page, and request the District's self-insurance package. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the response and rescission of any ensuing contract. If awarded a contract as a result of this solicitation, the respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in Exhibit "H" Insurance Requirements, attached to this solicitation.

Supplemental Responsibility Review

- (4) *Corporations and Partnerships*
Good Standing with the Florida Secretary of State

The District will review (for all corporations or partnerships) the respondent's corporate status and good standing with the Florida Secretary of State based on the information provided in the *Compliance Disclosure Form* (refer to Part 3). If the respondent is an out-of-state corporation, the respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of bid submission shall be deemed non-responsible by the District. If successful

in obtaining a contract award under this solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

5) *References – Non-District Projects*

‘Client Reference’ forms are attached to Part 2, Tab B1 of this solicitation for completion by the respondent to include three (3) references. These references shall consist of two (2) clients of the respondent and one (1) client of the subcontractor or subconsultant team member with the highest percentage of proposed work. Respondents that have no proposed team members (subcontractors and/or subconsultants) shall submit references for three (3) clients. Respondents that have been in business for less than two (2) years shall provide at least two (2) references.

If the ‘Client Reference’ forms attached to Part 2, Tab B1 are not utilized, the respondent shall provide identical information requested by the District for evaluation purposes. Respondents are hereby notified that the District will telephone only the contact name and telephone number provided on the reference form by the respondent. Incorrect, invalid or missing information that prevents contact will result in a zero score for that reference.

Respondents shall include separate and verifiable projects similar to the current solicited work. Past projects shall have been completed within the last three (3) years from the current bid submission date.

Note Regarding References:

- Respondents shall not include District projects
- Respondents shall not list as references any proposed subcontractors or subconsultants
- Respondents shall not list parent or subsidiary companies

Scoring Process for References. The District will contact the respondent’s/team references within 5 business days of bid submission in accordance with the ‘Instructions’ portion of the Reference Questionnaire (attached to Part 2, Tab B2 of the solicitation). Upon completion of the calls, the District will total the points and average the scores for the references to normalize the scoring results. The total number of points

received from the reference calls made for respondents required to provide 3 references shall be divided by 3 to determine the final averaged score. For firms in business less than two years, the total number of points received from the reference calls shall be divided by 2 to determine the final averaged score. Respondents with a final averaged score of ‘5’ or less shall be deemed non-responsible by the District.

(6) *Past Performance Records – District Projects*

The District will review past performance records for District projects on file. The District will consider the number of contracts involved and/or the extent of deficient performance in each contract for prime respondents when making a determination of responsibility.

(7) *Convicted Vendor List, Discriminatory Vendor List and District’s Suspension List*

The District will review the following to determine whether the respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida’s Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida’s Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- District’s Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

All respondents, or any of their suppliers, subcontractors or subconsultants, whose name appears in these lists at the time of bid submission shall be deemed non-responsible by the District for this solicitation.

(8) *Dun & Bradstreet Report*

The District may request a Dun and Bradstreet (D&B) report to determine whether or not the respondent is financially stable to meet the requirements of any ensuing contract award.

PART 2 - TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000254

The respondent must provide references for two (2) clients and one client of the subcontractor or subconsultant team member for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three years from bid submission. **Respondents are expected to provide information on each project by including these forms in their response.** If these forms are not utilized, the respondent must provide identical information to the District for evaluation purposes.

Respondents that have no proposed team members (i.e., subcontractors or subconsultants) to accomplish the proposed work shall submit references for three (3) clients. Respondents that have been in business for *less* than two years must provide at least two (2) references.

Note: *Do not include District projects as references, proposed team members or parent/subsidiary companies in your response.*

A. Prime Respondent - Client #1

Name: _____

Address: _____

Contact Person: _____ Phone Number (____)_____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

B. Prime Respondent - Client #2

Name: _____

Address: _____

Contact Person: _____ **Phone Number (____):** _____

Project Performance Period: _____ **to** _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

**C. Client of Subcontractor or Subconsultant
(with highest percentage of proposed work)**

Name: _____

Address: _____

Contact Person: _____ **Phone Number (____)** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each bid, contact two (2) clients and one client of the subcontractor or subconsultant team.
2. District projects, proposed team members (subcontractors/subconsultants) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times only.
4. Complete all calls within five (5) working days of receipt of bids.
5. Ask each reference the same questions listed below and score appropriately.
6. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
7. Do not obtain another reference as a replacement for a non-responding reference.
8. Incorrect, invalid or missing information that prevents the ability to contact the reference, insert a total score of '0'.
9. Upon completion, return all questionnaires to the designated Contract Specialist for this project.
10. If the referenced project is not similar to the solicited work, describe the work under Item #1 and insert a total score of '0'

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person: Telephone Number: Date of Contact:	
1. Briefly describe the scope and size of the project performed by the contractor for your company.	
2. Overall, did the contractor adhere to the agreed upon schedule?	Yes = 2 points No = 0 points Score _____
3. Was the project completed within the overall budget?	Yes = 2 points No = 0 points Score _____
4. Were there delays in work progress due to unavailability of contractor personnel?	Yes = 0 points No = 1 point Score _____
5. Did the contractor provide satisfactory and timely responses to your requests for information?	Yes = 1 point No = 0 points Score _____
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Yes = 1 point No = 0 points Score _____
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal District oversight?	Yes = 2 points No = 0 points Score _____
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Yes = 2 points No = 0 points Score _____
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Yes = 0 points No = 2 points Score _____
10. How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

The following will be inserted by the Chairperson (Procurement):

Maximum points available for all questions: **15 Points**

Total score for this respondent: _____

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 4)
SOLICITATION NO.: 6000000254

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the respondent is operating for this response:					
If applicable, previous business names under which the respondent has operated within the past three (3) years from response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Agree to Extend Prices to Other Governmental Agencies?	☐ Yes ☐ No				
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	

B. Statements of Material Representation

The Respondent, by signing on page four (4) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Is now on the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons (SDN List).
5. Has lobbied, either individually or collectively, the District's Governing Board members or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
6. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

COMPLIANCE DISCLOSURE FORM (Page 2 of 4)
SOLICITATION NO.: 6000000254

C. Additional Representations

1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
2. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids.
3. Respondent represents that proprietary information, if any, is identified on the following pages of the bid:

4. Respondent, as bidder, hereby declares that the only person(s) interested in the bid as principal or principals is or are named herein and no other person other than herein mentioned has interest in this bid or in any contract pursuant to this bid.
5. Respondent further declares that the specifications for the work and all contractual documents relative thereto have been examined and all the provisions furnished have been read prior to the opening of bids; and that the respondent is satisfied relative to all services to be performed and/or items to be furnished.
6. If the bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties. The undersigned agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds and to provide the specified services and/or items within the timeframe specified in this Request for Bids (RFB).
7. **BID**

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A.	Total Project	Job	1	Lump Sum	\$
TOTAL BID PRICE					\$
WRITTEN AMOUNT:					
Prime Respondent:					
Telephone Number: ()		Fax # ()			

COMPLIANCE DISCLOSURE FORM (Page 3 of 4)
SOLICITATION NO.: 6000000254

D. Team Composition Plan

ORGANIZATION STATUS

Instructions:

- Identify below the parties that comprise the business association in this response.
- Indicate the type and percentage of work to be performed by the prime contractor or subcontractor(s)
- List each party below or identify on a separate sheet and attach to this Team Composition Plan (Plan).

Business Association	Business Name	Business Address	Business Phone #	Description and Percentage (%) of Work to be Performed by the Prime and Subcontractors	
				Describe Type of Work to be Performed	% of Work
Prime Contractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Joint Venture					
Total Subcontractor Participation			\$ N/A		
Total Contract Amount			\$ N/A		
Total Subcontractor Participation Percentage			%		

COMPLIANCE DISCLOSURE FORM (Page 4 of 4)
SOLICITATION NO.: 6000000254

E. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair competitive advantage for one or more bidders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) bid as Prime Contractor for the Project described in Part 4 of the RFB will be submitted from the respondent under the same or a different name and that respondent has no financial interest in another respondent for the same Project. The District will prosecute any violation of this representation to the fullest extent of the law. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all four (4) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed and signed by a representative with authority to bind the firm or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:

Name

Title

Signature

Date

PART 4
STATEMENT OF WORK
BILLY DON GRANT PARCEL WETLAND RESTORATION
SOUTHERN CREW LEE COUNTY

1.0 INTRODUCTION AND BACKGROUND

The South Florida Water Management District's (District) Billy Don Grant Parcel wetland restoration plan is part of the larger overall Southern CREW Imperial River Flow way restoration project. The environmentally critical area east of Bonita Springs has been significantly altered by the construction of roads, house pads, agricultural berms, and ditches. These alterations have eliminated historic sheet flow and created water impoundments resulting in an increase in flooding events. In addition, urban and agricultural runoff has increased pollutant loading to the Imperial River (an Outstanding Florida Water) all of which has caused a disruption of natural wetland functions.

The Billy Don Grant Parcel Restoration is a 118 acre parcel within the Southern CREW project footprint. The project consists of constructing and restoring a freshwater wetland on a previous agricultural field. Currently, the site contains several borrow pits, depressional areas and soils that were excavated and stockpiled on site which will not sustain wetland habitat. The hydrologic restoration of the parcel will create wetland habitat and fish refugia as a short-hydroperiod freshwater marsh.

The Billy Don Grant Parcel wetland restoration plan minimizes earthwork while still achieving the desired habitat. The permitted grading plan creates approximately 87 acres of short-hydroperiod freshwater marsh that will dry down completely during most dry seasons and concentrate fish for wading bird foraging. The dry season water table is approximately 13.0 feet NGVD and the wet season water table is expected to increase to an elevation of 16.0 feet NGVD. Deep water refugia areas exposed during the dry season will be approximately 24 acres and the cypress areas will be approximately seven acres with an elevation ranging from 15.0 to 16.0 feet NGVD. Site grading in the proposed short-hydroperiod freshwater marsh habitat areas will be approximately 14 feet NGVD resulting in average wet season water depths of 2 feet.

2.0 OBJECTIVE

The objective of this Statement of Work is to complete the planting and monitoring of the Billy Don Grant Wetland Restoration Project ("Project"). This project will begin after the construction grading and as-built survey is completed under a separate contract. The planting effort as defined in this Statement of Work shall include, but not be limited to, the following for the Project features:

- Implement emergent marsh plantings plan providing adequate coverage of 87 acres to satisfy permit requirements, (3 feet on center in consolidated pods).
- Install plantings in ground
- Meeting survival criteria of permits with new plants as required in permit conditions.

3.0 SCOPE OF WORK

Emergent marsh area (87 acres) depicted in the attached Florida Department of Environmental Protection (FDEP) and United States Army Corp of Engineers (ACOE) permits (Attachment "A") will require planting of native vegetation using appropriate methods which do not

significantly disturb the substrate. To better ensure plant survivability and establishment, the contractor shall comply with regularly scheduled watering and non-native vegetation management.

The contractor will be required to secure a commitment for all the required native plant species in the quantities specified in Attachment "A". Evidence of this firm commitment shall be provided within 90 days following District issuance of a Notice to Proceed.

4.0 WORK BREAKDOWN STRUCTURE

Throughout the course of this project the contractor shall make every effort to preserve desirable native vegetation (previously marked) within the project area, unless otherwise directed by the District's Project Manager. The intent of this project is to establish a native vegetation community through replanting and maintenance and to encourage natural recruitment from the Corkscrew Regional Ecosystem Watershed (CREW). The work in Emergent Marsh areas shall be completed according to the project Milestones after the Notice to Proceed has been issued by the District to the contractor.

A. LAND CLEARING:

Contractor shall be responsible for the legal disposal of any waste, other than that used for mulching, which is existing or exposed during prosecution of the work, within the boundaries of the work area

B. PLANTING:

1. Attachment "A" reference a wetland planting plan for emergent marsh of maiden cane, pickerelweed and duck potato (or other emergent marsh wetland plants acceptable to permitting agencies) at 3 feet on center or consolidated pods with plants 12 to 18 inches on center consolidated pods. Based on planting 87 acres of emergent marsh, approximately 420,000 plants will be required.
2. Plants shall be well-rooted from nursery-grown stock or wild harvest with appropriate permits. Nursery receipts (photocopies on 8.5" X 11" sheets) for all plants used in the planting efforts shall be provided to the District.
3. The application of erosion control matting will be used for areas planted on all slopes 4 to 1 or greater.
4. Written narrative description of any revisions and/or updates of the approved planting plans. Any revisions must comply with the ACOE or FDEP permits currently in effect.
5. The execution of a maintenance and watering schedule to ensure establishment of newly planted vegetation, 80% survivability, and 95% free from invasive species for a minimum of twelve months (one year). The watering schedule should be submitted to the **District** project manager for approval prior to the start of planting.
6. Work shall be done in accordance with recognized and approved principles of modern arboricultural methods, ANSI A-300 standards and proper herbicide application approved by the Florida Department of Agriculture and Consumer Services. All work shall be done without damage to trees intended to remain in the work area that have been either previously marked by the District or identified by the District Project Manager.

7. Planting of a variety of native species, quantities, and sizes (Attachment A), shall be in accordance with the specifications of the contract. The District's Project Manager reserves the right to adjust the number and location of the designated types and species to be used on the project. The overall number of plants shall not change.
8. Species shall be free of other plants considered nuisance or exotic species. Examples include Brazilian pepper, Melaluca, torpedo grass, hydrilla, and primrose willow and cattail.
9. Non containerized specimens (including plugs or bare root specimens):
 - a. Shall exhibit a healthy, well distributed root structure which extensively penetrates the soil such that at least 75% of the soil mass remains intact. Not applicable to bare root specimens.
 - b. Shall exhibit sufficient top growth to ensure viability at specified water depth or location. Seasonal dieback of foliage is expected and acceptable in collected specimens.
10. Containerized specimens:
 - a. Shall exhibit a healthy, well distributed root structure which extensively penetrates the soil such that at least 90% of the soil mass remains intact
 - b. Shall exhibit vigorous top growth with a diameter at least 50% if the diameter of the container.
11. Specimens in containers 4 inches in diameter or less must be grown in those containers for a minimum of 30 days. Specimens in containers larger than 4 inches diameter must be grown in those containers for a minimum of 45 days.
12. Specimens characterized by any of the following downgrading factors are considered unacceptable:
 - a. More than 25% of the total foliage damaged by insects or mechanical injury
 - b. Too few lateral or feeder roots
 - c. Roots damaged by digging cuts air exposed to light, air or temperature
 - d. Root bound conditions

WETLAND HERBS

	2 Inch Pot	4 Inch Pot	1 Gallon
Roots	Fully Rooted	Fully Rooted	Fully Rooted
Time in Container	45 Days	45 Days	45 Days

13. Plants Furnished shall conform to Florida #1 or #2 Standards as described in the most current issue of the Florida Department of Agriculture "Grades and Standards for Nursery Plants", published by the State of Florida, Department of Agriculture. Plants judged to be not in accordance with said standards will be rejected. In addition plants shall meet the following requirements:
 - a. Substitution in plant species or sizes shall be made only after a written request has been submitted to the District explaining why during the nine month period the species and quantities could not be acquired which must be justified on the basis of circumstances beyond the contractor's control. The contractor must receive written approval from the District for the substitutions.

- b. Emergent marsh planting layouts shall be approved in the field, after clearing operations have been complete, by the District's Project Manager.
- c. All plant material shall be installed in accordance with "The Landscape Manual", Miami-Dade County's Department of Planning and Zoning, 5th Edition, 1998.
- d. In the case of an auger being used to dig planting holes, any backfill being used to bring the planting hole to the proper depth, to ensure the plants are not being planted deeper than the top of the root-ball, shall be soil only and free of any mulch.
- e. Any material/work may be rejected if, in the opinion of the District's Project Manager, such work does not meet the requirements of the specifications. All rejected material shall be promptly removed from the site at the expense of the contractor.
- f. When possible, every effort shall be taken to acquire seeds, trees and shrubs with provenance (from local stock) to Lee, Collier, Dade, Broward, and Monroe Counties.
- g. All effort shall be taken to avoid the introduction of Japanese Climbing Fern (*Lygodium* spp.). Plant material originating from areas known to have *Lygodium* spp. shall be avoided.
- b. The District reserves the right to inspect, on a periodic basis, all materials at the nursery source to verify species, vigor, size, condition, shape, and quantity for compliance with specifications.
- c. The Contractor, in conjunction with the District's Project Manager, shall inspect all plants delivered to the site to verify that they meet the requirements of the contract as to grading, size, vigor, and species.
- d. Plants stored under temporary conditions (not longer than three (3) days) shall be protected at all times from extreme weather conditions and the roots shall be kept moist.
- e. Plants which have roots heavily bound into the container, or with roots inverted in the container (girdling), will not be accepted.
- f. Any plants which have not been container grown may introduce category one (1), or category two (2) invasive plant species. If such species are introduced, it shall be the contractor's responsibility to hire a subcontractor approved by the District to treat the invasive species.

C. EROSION CONTROL:

Erosion control matting will be used for areas planted on all slopes of 4 to 1, (horizontal to vertical) or greater.

D. WATERING:

- 1. All plantings shall be thoroughly watered upon installation. Watering shall be provided in such a manner as to provide sufficient quantities to ensure vitality and establishment. The watering schedule should be submitted to the District Project Manager for approval

prior to the start of planting. Include pump size and detail and anticipated pumping duration.

2. Watering shall be sufficient enough to fully hydrate the root mass of each plant material.
3. The contractor may draw water from on-site lakes.

E. DEBRIS REMOVAL AND DISPOSAL:

1. It will be the contractor's responsibility to remove and dispose of (in a legal manner) all trash and debris and shall not be left for disposal by a trash removal service not paid for by the contractor. The cost for the time spent by the contractor to haul such debris from the work site or to pay for a trash removal service to do so, shall be included in the Contract fixed price, and shall not be paid for separately.
2. The presence of any hazardous materials shall be brought to the attention of the District Project Manager immediately.

F. WORK SCHEDULES:

The contractor shall provide a written work and payment schedule to the District's Project Manager and obtain approval of the work schedule from the District's Project Manager prior to commencement of work. Partial payments shall only be approved if there is an approved incremental work schedule in effect, based on clearing, replanting, maintenance, survivability and watering to demonstrate progress. Payment requests may be submitted not more frequently than monthly.

G. START OF WORK:

The contractor, upon issuance by the District of a Contract, shall start applicable acquisition of plant material within five (5) calendar days after the Notice to Proceed is issued.

H. LIMITATION OF OPERATIONS:

1. No work shall be done on Sundays or District recognized holidays, or any day between the hours of 6:00 p.m. and 8:00 a.m., unless permission in writing is obtained from the District Project Manager.
2. No equipment shall be operated that damages the pavement adjacent to the work area unless permission in writing is obtained from the District Project Manager. The contractor shall be responsible for and repair/replace to the satisfaction of the District's Project Manager for all contractor induced damage to adjacent pavement or turf areas.

I. WEATHER:

The contractor must remain apprised of all weather conditions that may affect the District's jurisdiction. If a major storm event is forecast to affect the District or if the District goes into Increased Readiness Condition, the contractor shall clear the site of all-excess debris and equipment as directed by the District's Project Manager. When the District goes into Condition Three, which indicates that a major storm event is imminent, the contractor will immediately remove any and all equipment and debris generated by this project from the project site. If, after notification by the District's Project Manager, the contractor appears to be unable to clear the site prior to a storm event, the District reserves the right to seek

assistance from additional contractor (s), to ensure that the site is clear prior to the storm. Solely at the discretion of the District, additional costs incurred in securing the site may be charged to the contractor in the form of deductions from subsequent invoices.

J. SAFETY:

1. PERSONNEL

- a. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the contractor. The contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall be responsible for protecting and safeguarding employees and the general public in connection with the work and job site. The District Project Manager shall not be responsible for safety on or off the job site. The District Project Manager's on-site observations or inspections shall be only for the purpose of verifying that the Specifications are being implemented properly. The District Project Manager's on-site observations or inspections are not for safety on or off the job site.
- b. The contractor shall provide and ensure employees wear protective clothing, safety shoes, hard hats, eye protection, ear (noise) protection, fluorescent safety vests and any other items required by laws, regulations, ordinances, and/or manufactures instructions for materials and equipment. The contractor shall require all employees to wear uniforms consisting of at least a Contractor's shirt with the company name and telephone number, at all times.
- c. The contractor shall ensure that at all times during the course of this project there is a minimum crew size of two persons (each person to be qualified to perform the required tree services) with one English speaking supervisor per crew.
- d. The contractor shall have on site at all times appropriate first-aid kits in accordance with ANSI - Z 308.1 - 1998.
- e. The contractor shall have on site and in good working condition at all times, a capable communication system, (two-way radio and/or cellular phone).

2. EQUIPMENT

- a. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all local, state, and federal vehicle regulations. Only equipment designed for performance of work described herein will be acceptable for operation. All equipment shall meet all safety requirements as established for this type of work. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All Equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.
- b. All equipment left on the right-of-way unattended shall be parked as far away from the plot boundaries as possible. Security of the contractor's equipment is the responsibility of the contractor. Equipment shall be secured in a manner to prevent its movement by unauthorized personnel.

5.0 USE OF PUBLIC STREETS AND TRAFFIC CONTROL

- A. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from trucks onto the streets and roads shall be cleaned immediately, to the satisfaction of the District.
- B. All safety precautions shall be taken and all traffic controls shall be furnished in accordance with local, County, Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

6.0 INGRESS AND EGRESS (ACCESS AREAS)

- A. Areas disturbed by work operations shall be filled, re-graded, patched, repaired, and/or replaced as directed by the District's Project Manager.
- B. When working within an area kept locked by the District; the contractor shall keep gates locked at all times, except for the time required for ingress and egress. Contractor shall complete an Application for Key Permit, online at www.sfwmd.gov, and adhere to the terms of said permit. Deposits for keys will be refunded upon return of key to issuing agent.

7.0 PROPERTY PROTECTION

- A. Responsibility for Protection and Restoration of Property: The contractor shall be responsible for all damage or injury to person or property.
- B. Protection Against Mechanical Damage: The contractor's responsibility for protection against mechanical damage shall include, but not be limited to, providing protection from vehicles and providing warning signs and barricades as might be necessary. The contractor shall repair, restore and replace all property, which becomes damaged as a result of any activity by the contractor or his or her employees in complying with these requirements. Coordination of repairs shall be made with the District Project Manager.

8.0 ON-SITE OBSERVATIONS AND INSPECTIONS

- A. The contractor shall make request for on-site observations or inspections 48 hours in advance and they shall be in writing, if directed by the District Project Manager.

The fact that the District Project Manager has not made an early on-site observation or inspection to discover faulty material or work, omitted material or work, or material or work performed which is not in accordance with the Contract, shall not bar the District Project Manager from subsequently rejecting such material or work at a later time.

- B. Upon written notice from the contractor of the presumptive completion, as defined below, of the entire project, the District Project Manager, along with other appropriate parties, will make an inspection within 48 hours after the written notice is received by the Project Manager. If all work is completed to the District's Project Manager's satisfaction and in accordance with the Contract, such inspection shall constitute the final inspection. The contractor shall be notified of final acceptance as of the date of the final inspection.
- C. If, however, the final inspection mentioned in paragraph B above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given to the contractor. The

District and/or the District Project Manager will give to the contractor the necessary instructions or "punch lists" for correction of same, and the contractor shall have until the expiration date of the contract to correct the deficiencies. If the instructions or "punch lists" to correct the work are not complete by the contract expiration date, then the District may correct the work and back-charge the contractor for materials, labor and equipment plus 25% administrative costs.

- D. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Contract, including any and all "punch lists" which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action.
- E. Final acceptance shall not be given until all work provided for and indicated in the Contract is inspected by the District Project Manager and found to be completed in accordance with the Contract.

9.0 QUALITY ASSURANCE

- A. Completed work shall conform to the Statement of Work: The work site premises shall be clean and free of any debris resulting from the work, and trash, litter or rubbish exposed during the contractor's planting services.
- B. The District's Project Manager or representative of the District shall have the right, during any phase of the work operations, to reject any and all work and materials that do not meet the requirements of the Contract. Rejected work and/or materials shall be immediately removed from the project area and replaced with acceptable work and material prior to the contract expiration date.

10.0 PAYMENT AND DELIVERABLE SCHEDULE

Milestone #1: - Acquisition/Growing of plant species, 90 days after Notice to Proceed.

Within 90 days after the Notice to Proceed is issued, documentation of a firm commitment for the required native plant species shall be submitted to the Project Manager, indicating the availability and sources of all required planting material.

Upon completion, delivery and acceptance of the above deliverables, the District agrees to pay 2% of the total contract amount.

Milestone #2: - Clearing and Herbicide Application (initial treatment), within 30 days following Notice to Proceed.

This time interval includes the Herbicide application of all non-native vegetation and chemical spot treatment of all stumps to inhibit re-growth of non-native vegetation.

Upon completion, delivery and acceptance of the above deliverables, the District agrees to pay 43% of the total contract amount.

A 6 to 8 week time interval is needed to allow non-native re-growth and seed germination prior to follow-up application.

Milestone #3: - Follow-up Chemical Treatment, Spreading of Erosion Control Mats, and Planting, +/-60 days.

This time interval includes the second treatment of the non-native vegetation, the installation of erosion control mats. The follow-up herbicide application should take place 3 weeks prior to planting, followed by the planting of a variety of native species.

Upon completion, delivery and acceptance of the above deliverables, the District agrees to pay 45% of the total contract amount.

Milestone #4: 0 to 90 days after Milestone #3 - Maintenance, Watering, and Survivability of site and newly planted vegetation

Includes maintaining the newly planted areas 95% free of invasive species. Watering, in accordance with a pre-determined schedule, thoroughly enough to fully hydrate the root mass of all newly planted material. Ensure 80% survival rate of all newly planted and replaced material for a period of at least twelve (12) months.

Upon completion, delivery and acceptance of the above deliverables, the District agrees to pay 10% of the total contract amount.

Total Time: 450 days from the Notice to Proceed to Completion of Project

PART 5
SMALL BUSINESS ENTERPRISE (SBE)
PROGRAM
GUIDELINES AND INFORMATION

The **DISTRICT's** Small Business Enterprise (SBE) Program is designed to help small businesses, including those owned by women and minorities, to participate in **DISTRICT** procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. **Certain pre-bid requirements are defined herein. Failure to comply with these requirements or to submit any of the information required herein shall result in a finding that the Bid is non-responsive and will result in rejection of the Bid.**

5.1 *SBE Rule*

The **DISTRICT** has implemented Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"). The provisions of the Rule shall apply to all competitive solicitations for commodities, construction, professional and other contractual services and any resulting contract documents including change orders, and amendments.

5.2 *Minimum Goal*

The DISTRICT has established a minimum SBE participation goal for this solicitation. The Bid shall either meet the established SBE goal, or be deemed non-responsive.

5.3 *Submission of SBE Subcontractor Utilization Plan*

Any participation by firms not certified with the **DISTRICT** at the time of Bid submission will not count towards SBE goal attainment. Bidders are strongly encouraged to contact the **DISTRICT's** Small Business Enterprise Section at (561) 682- 6446 well in advance of the date set for receipt of Bids to allow sufficient time for review and determination of SBE eligibility and certification.

- A.** Bidders shall identify all SBE firms which will be used as subcontractors in this Procurement. The Bid must contain proof that each firm to be utilized as a SBE prime or subcontractor is certified as a **DISTRICT** SBE. Each subcontractor and prime shall be listed in the SBE Subcontractor Utilization Plan (as defined below) and shall be submitted with the Bid. The listing of SBE's in the SBE Subcontractor Utilization Plan attached with each Bid shall constitute the Bidder's representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work. **Failure to provide complete and accurate information shall result in the Bid being deemed non-responsive.**

the following documentation which must be attached to the Bid:

1. The *Statement of Intent to Perform as a SBE Subcontractor* form, which confirms (1) the intent of the prime to establish a business relationship with each SBE subcontractor; and (2) the SBE participation percent. **One form must be completed and signed by each proposed SBE subcontractor.** The form Bidders must use to fulfill this requirement is attached to this solicitation.
2. The *SBE Subcontractor Participation Schedule* form, which identifies all SBE firms which will be utilized as subcontractors, delineates the specific elements of work each SBE firm will be responsible for performing, and identifies the dollar value of the SBE work as a percentage of the total contract value. The form Bidders must use to fulfill this requirement is attached to this solicitation.
3. *Proof of certification.* Provide proof that each proposed firm to be utilized as an SBE prime or subcontractor is certified by the **DISTRICT**.

5.4 *Bid Equalization (if applicable – see RFB Cover Page)*

Pursuant to the **DISTRICT's** SBE Rule, Bid Equalizations may be used by the **DISTRICT** to increase the participation of available SBE's in competitive contracting activity by creating a more level playing field when bids are submitted to the **DISTRICT**.

The maximum Bid Equalization percent shall be determined by the estimated contract value and the dollar ranges as defined below. For solicitations where it is determined by the **DISTRICT** to use bid equalizations, the **DISTRICT** shall implement a one percent (1%), five percent (5%) and ten percent (10%) maximum Bid Equalization. In cases where the adjusted lowest SBE firm's responsive and responsible Bid does not exceed the lowest non SBE firm's unadjusted responsive and responsible Bid by the Bid Equalization percentage, the award shall be made to the lowest responsive and responsible SBE firm. Below is an example of Bid Equalization:

The SBE Subcontractor Utilization Plan shall consist of

Bid Equalization Example using 10% as Incentive Bonus

<u>Bid Incentive example</u>	<u>Lowest Non-Certified Firm</u>	<u>Lowest Certified SBE Firm</u>
<u>Bid</u>	<u>\$100,000</u>	<u>\$103,000 *</u>
<u>Bid Equalization (10%)</u>	<u>-0-</u>	<u><\$10,300></u>
<u>Tabulation</u>	<u>\$100,000</u>	<u>\$92,700</u>
<u>Note:</u> <u>*In this example, the DISTRICT will pay the \$103,000 award, with the difference between the \$100,000 bid and the \$103,000 bid, being the cost the DISTRICT is willing to incur to advance the SBE Program commitment.</u>		

NOTE: Bid Equalization shall not apply to **DISTRICT** Procurements identified as Sheltered Market (see paragraph 1.05 below) or when all bids received are from SBE firms.

5.5 Sheltered Market (if applicable – see RFB Cover Page)

Pursuant to the **DISTRICT's** SBE Rule, the **DISTRICT** shall provide for Sheltered Markets. Sheltered Markets allow for only SBE firms to bid on designated solicitations. Sheltered Market shall be used by the **DISTRICT** to increase the participation of available SBE's in competitive contracting activity; thereby increasing the capacity and expertise of SBE firms. The **DISTRICT** shall be guided to select sheltered market solicitations by selecting industries in

which small businesses have usually not had an opportunity to compete.

5.6 – SBE Compliance and Substitution

The contractual provisions that will apply in the event of a contract award are delineated in Article 9 of the Sample Contract attached to this solicitation. The following is an excerpt of key aspects of Article 9.

A. *Compliance.* The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of any subsequent contract, the **CONTRACTOR** shall comply with all SBE plans made in its bid. Compliance for use of SBE's shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After **CONTRACT** execution, the **CONTRACTOR** shall maintain the level of SBE participation established in the **CONTRACT**. Failure to comply with the SBE requirements of an awarded **CONTRACT** can result in the **DISTRICT** enforcement any of the compliance provisions in the Rule and the attached sample contract.

B. *SBE Substitution.* The **CONTRACTOR** must contact the **DISTRICT's** Small Business Enterprise when the need to replace an SBE subcontractor occurs. The **CONTRACTOR** must submit to the **DISTRICT's** SBE Section an **updated** version of the following:

1. *SBE Subcontractor Participation Schedule form*
2. *Statement of Intent to Perform as an SBE Subcontractor form*

SOLICITATION NO.: RFB 6000000254

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract #		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer		Address	
Contact Person		Telephone #	Fax #

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
				Total Participation	100%	\$0.00
				Total Contract		\$0.00

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

I certify that the above information is true to the best of my knowledge:

Bidder/Proposer Signature

Title

Date

**STATEMENT OF INTENT TO PERFORM
AS A SBE SUBCONTRACTOR**SOLICITATION NO. 6000000254

Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
(Name of SBE Subcontractor)

☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture.

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____.

(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

SBE Subcontractor Signature

Title

Date

Bidder/Proposer Signature

Title

Date



STATEMENT OF NO RESPONSE SOLICITATION NO. 6000000254

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Department
South Florida Water Management District
P.O. Box 24680, West Palm Beach, FL 33416-4680
Fax Number: 561-681-6275

REASONS:

1. _____ Do not offer this product / service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

EXHIBIT "H"

INSURANCE REQUIREMENTS

In accordance with Article 5 of this **CONTRACT**, the information listed in this Exhibit "H" defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **CONTRACT** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY \$500,000

COMPREHENSIVE FORM
OCCURRENCE FORM
PREMISES / OPERATIONS
DELETE XCU EXCLUSION
PRODUCTS / COMPLETED
CONTRACTUAL
INDEPENDENT CONTRACTORS
BROAD FORM PROPERTY
PERSONAL INJURY
BLASTING
DEMOLITION
WATERCRAFT
POLLUTION

AUTOMOBILE LIABILITY

ANY AUTO \$500,000
OWNED
NON-OWNED

WORKERS COMPENSATION & EMPLOYER'S LIABILITY (**Note: Workers Compensation Exemption not accepted**)

Coverage: Statutory
Limit: \$100,000 each accident
\$100,000 disease-each employee
\$500,000 disease policy limit

PROFESSIONAL LIABILITY NOT REQUIRED

BUILDER'S RISK / INSTALLATION FLOATER @100% OF VALUE

AIRCRAFT LIABILITY NOT REQUIRED

AIRCRAFT POLICY MUST CONFIRM THAT INSURED IS INSURED TO CARRY PASSENGERS AND PERFORM AERIAL IGNITION.

ENVIRONMENTAL IMPAIRMENT LIABILITY NOT REQUIRED

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.



CERTIFICATION OF INSURANCE		<u>Agent/Broker</u>		<u>Insured</u>	
		Name: Address:		Name: Address:	
Carrier Letter I.D.	Type of Coverage	Telephone: EMAIL: FAX:		Telephone: EMAIL: FAX:	
A	General Liability (Place check to the left of the coverage provided)	Agent/Broker Certification: Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. _____ Agent/Broker Signature Date			
	☐ Comprehensive Form				
	☐ Occurrence form				
	☐ Premises Operations				
	☐ Delete XCU Exclusion				
	☐ Products Completed				
	☐ Contractual				
	☐ Independent Contractors				
	☐ Broad Form Property				
	☐ Personal Injury				
	☐ Blasting				
	☐ Demolition				
	☐ Watercraft				
	☐ Pollution				
		Policy Limits	Carrier information		
		Bodily Injury & Property Damage \$ _____ Combined Limit	Company A Name _____ Policy No _____ Effective Date _____ Termination date _____		
B	Automobile Liability	Bodily Injury & Property Damage \$ _____ Combined Limit	Company B		
	☐ Any Auto		Name _____		
	☐ Owned		Policy No _____		
	☐ Non - Owned		Effective Date _____ Termination date _____		
C	Workers' Compensation and Employer's Liability	Statutory Limits \$100,000/Accident \$100,000/\$500,000 Disease	Company C Name _____ Policy No. _____ Effective Date _____ Termination date _____		
D	Professional liability	\$ _____	Company D Name _____ Policy No _____ Effective Date _____ Termination date _____		
E	Builder's Risk/Installation Floater	@100% of Value	Company E Name _____ Policy No _____ Effective Date _____ Termination date _____		
F	Aircraft Liability	Bodily injures & Property Damage \$ _____ Combined Limit	Company F Name _____ Policy No _____ Effective Date _____ Termination date _____		
G	Environmental Impairment Liability	Bodily injures & Property Damage \$ _____ Combined Limit	Company G Name _____ Policy No _____ Effective Date _____ Termination date _____		
Certificate Holder: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		Additional Insured: The South Florida Water Management District is named <u>additional insured</u> under the General and Auto liability policies identified herein.		For District Use Only: Compliance with Contractual Insurance Requirements reviewed by: _____ Initials Date	

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SAMPLE CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Address: Project Manager: Telephone No: () - Fax No: () - Hereinafter referred to as: CONTRACTOR	This number must appear on all Invoices and Correspondence
	SMALL BUSINESS ENTERPRISE (SBE) Participation:
PROJECT TITLE: BILLY DON GRANT PARCEL WETLAND RESTORATION SOUTHERN CREW, LEE COUNTY, FLORIDA	
The following Exhibits are attached hereto and made a part of this CONTRACT: Exhibit "A" - Special Provisions Exhibit "B" - General Terms and Conditions Exhibit "C" - Statement of Work Exhibit "D" - Payment and Deliverable Schedule Exhibit "E" - SBE Subcontractor Utilization Report Exhibit "F" - SBE Final Subcontractor Utilization Report Exhibit "G" - Not Applicable Exhibit "H" - Insurance Requirements Exhibit "I" - Not Applicable Exhibit "J" - Not Applicable Exhibit "K" - Not Applicable Exhibit "L" - Not Applicable Exhibit "M" - Not Applicable	
TOTAL CONTRACT AMOUNT: \$ Multi-Year Funding (If Applicable) Fiscal Year: Fiscal Year: Fiscal Year: *Subject to District Governing Board Annual Budget Approval	CONTRACT TYPE: Fixed Price Fiscal Year: Fiscal Year: Fiscal Year:
CONTRACT TERM: District Project Manager: Telephone No: () Fax No. ()	EFFECTIVE DATE: Last Date of Execution by the Parties District Contract Specialist: Fax No.: (561) 682-5429 or (561) 681-6275
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Department - Notices Accounts Payable - Invoices	SUBMIT NOTICES TO THE CONTRACTOR AT: <u>Attention:</u>
IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.	
Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____	SOUTH FLORIDA WATER MANAGEMENT DISTRICT Accepted By: _____ Frank Hayden, Procurement Director Date: _____ SFWMD OFFICE OF COUNSEL APPROVED By: _____ Date: _____ SFWMD PROCUREMENT APPROVED By: _____ Date: _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

EXHIBIT "A" SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

1. A new Article 8.14 is added as follows

“It is understood and agreed that the **CONTRACTOR** is satisfied, by careful examination, as to the nature and location of the work, the character, quality, and quantity of the landscape to be encountered, equipment and facilities needed prior to and during the prosecution of work, general and local conditions, and all other matters which can affect the work under this project.

The **CONTRACTOR** guarantees that the work and services performed under this Contract and all workmanship, materials and equipment performed, furnished, used or installed in the work performed at the site shall be free from defects and flaws and shall adhere in strict accordance with the Contract requirements. The **CONTRACTOR** shall guarantee an 80% survival rate for all plants, against loss and death, for a period of three (3) months from the date of final acceptance. Should the **DISTRICT** determine that number of surviving plants is less than 80%, of the number planted, the **CONTRACTOR** shall replant the area to bring back the total number to 80% of the number originally planted and ensure survivability for no less than (12) twelve months of any newly planted replacement plants.

SFWMD OFFICE OF COUNSEL APPROVED

By: _____ Date: _____

SFWMD PROCUREMENT APPROVED

By: _____ Date: _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C", and made a part of this **CONTRACT (the "Work")**. In the event **CONTRACTOR** employees or hired workers are authorized by Exhibit "C" to perform services on-site at **DISTRICT** facilities, the **CONTRACTOR** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1 to Exhibit "C" titled "Contractor Policy Code Acknowledgment". **CONTRACTOR** shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **CONTRACTOR's** responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C". The **CONTRACTOR** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C". The **DISTRICT** may provide additional guidance and instructions to **CONTRACTOR's** employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

1.2 As part of the services to be provided by the **CONTRACTOR** under this **CONTRACT**, the **CONTRACTOR** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONTRACTOR** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **CONTRACT**.

1.4 The **CONTRACTOR** shall conduct thorough background checks for all of the **CONTRACTOR's** employees or hired workers who will be working on any **DISTRICT** site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Article 9.7. After reviewing the results of the background check, the **CONTRACTOR** shall determine whether the **CONTRACTOR's** employee and/or hired worker meets the necessary criteria for the position sought to be filled by the **DISTRICT**. The **DISTRICT** will rely on the **CONTRACTOR's** assessment of its employees' or hired

workers' suitability to be hired for the position(s) sought to be filled by the **DISTRICT**, based on the background check conducted by the **CONTRACTOR**. Prior to allowing any employees or hired workers to work on-site at **DISTRICT** facilities, the **CONTRACTOR** will provide written verification to the **DISTRICT** that a complete background check, as described above, was conducted for any such employee or hired worker. The **CONTRACTOR** will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

1.5 In the event the project or work under this **CONTRACT** requires that the **CONTRACTOR** or subcontractor employees or other authorized agents have unrestricted access to one or more **DISTRICT** critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a **CONTRACTOR** or subcontractor's employees or other authorized agents will only have access to **DISTRICT** critical structures when accompanied by appropriate **DISTRICT** staff, a fingerprint-based criminal history check will not be required. The **DISTRICT's** Project Manager or designated **DISTRICT** representative will notify **CONTRACTOR** when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at **DISTRICT** headquarters as soon as practicable after the **CONTRACTOR** is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the **DISTRICT**. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a **DISTRICT** critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

1.6 Any manuscripts, technical publications, presentation slides or other documents resulting from or related to the **Work** performed under this **CONTRACT** shall be submitted to the **DISTRICT** for review and approval prior to publication by the **CONTRACTOR** in any forum or format. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.7 Any use of data gathered under this **CONTRACT** that has not been through the quality assurance/quality control validation described in Exhibit "C" will be at the **CONTRACTOR's** own risk and shall not make reference to



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

the **DISTRICT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

ARTICLE 2 - COMPENSATION/CONSIDERATION

2.1 As total consideration for providing goods and services required by this **CONTRACT**, the **DISTRICT** shall pay the **CONTRACTOR** the fixed amount as indicated on the cover/signature page of the **CONTRACT**. Such amount includes all expenses which the **CONTRACTOR** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

2.3 The **CONTRACTOR**, by executing this **CONTRACT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **CONTRACT**.

ARTICLE 3 - INVOICING AND PROMPT PAYMENT

3.1 The **CONTRACTOR's** invoices shall reference the **DISTRICT's** Contract Number and SAP PO Number specified on the cover/signature page of the **CONTRACT**. Original invoices shall be sent to the attention of Accounts Payable at the address specified on the cover/signature page of this **CONTRACT**. In addition, the **CONTRACTOR** shall submit a copy of all invoices to the attention of the Project Manager listed on the cover/signature page of the **CONTRACT**. Invoices submitted to the attention of the Project Manager may also be submitted electronically via e-mail or fax. **INVOICES SUBMITTED TO THE PROJECT MANAGER SHALL BE CLEARLY STAMPED OR MARKED "COPY".**

3.2 The **CONTRACTOR** shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this **CONTRACT**.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Chapter 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **CONTRACT** for invoice submission. The time at which payment shall be due from the **DISTRICT** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Chapter 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **CONTRACT**.

Failure of the **CONTRACTOR** to follow the instructions set forth in the **CONTRACT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **CONTRACTOR** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **CONTRACTOR** prior to the commencement date of this **CONTRACT**.

3.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 4 - PROJECT MANAGEMENT/NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **CONTRACT**, other than invoices and notices, to the attention of the respective



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

Project Managers specified on the cover/signature page of the **CONTRACT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **CONTRACT**. The **CONTRACTOR** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Specialist specified on the cover/signature page of the **CONTRACT**.

All formal notices between the parties under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the **CONTRACT**. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's** Contract Number specified on the cover/signature page of the **CONTRACT**.

4.2 The **CONTRACTOR** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **CONTRACT** shall provide services under this **CONTRACT**. The services of the individual(s) listed herein are a substantial inducement and material consideration for this **CONTRACT**. In the event such individual(s) can no longer provide the services required by this **CONTRACT**, the **CONTRACTOR** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

4.3 At its sole discretion, the **DISTRICT** has the right to order the immediate replacement of any individual(s) working on behalf of the **CONTRACTOR** as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The **DISTRICT** may take this action if the **DISTRICT** determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). In such event, the **CONTRACTOR** shall be responsible for carrying out such replacement and for returning **DISTRICT** property in accordance with **DISTRICT** policies and procedures. The **CONTRACTOR** may propose a replacement for the

individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT** may also elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product.

The **CONTRACTOR** will place the above language in any contract that it has with subcontractors. The **CONTRACTOR** will enforce the replacement of subcontractor personnel upon request by the **DISTRICT**.

ARTICLE 5 - INDEMNIFICATION & INSURANCE

5.1 For value received, which is hereby acknowledged, the **CONTRACTOR** shall indemnify and hold the **DISTRICT**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of the **CONTRACT**.

The **CONTRACTOR** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

5.1 The **CONTRACTOR** shall procure and maintain, through the term of this **CONTRACT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT's** Insurance Requirements, attached as Exhibit "H" and made a part of this **CONTRACT**. The coverage required shall extend to all employees and subcontractors of the **CONTRACTOR**. Prior to the execution of this **CONTRACT**, the **CONTRACTOR** shall provide a Certificate of Insurance for such coverage to the **DISTRICT** for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the **DISTRICT** as added insured as required.

5.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the **DISTRICT** to notify the **CONTRACTOR** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONTRACTOR's** responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONTRACTOR** from responsibility for adhering to the insurance limits and conditions of insurance



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONTRACTOR's** insurance coverage, policies or capabilities, may be grounds for termination of the **CONTRACT** as determined solely by the **DISTRICT**.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the **DISTRICT CONTRACT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **CONTRACT**.

If the **CONTRACTOR** materially fails to fulfill its obligations under this **CONTRACT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **CONTRACTOR** shall have thirty (30) days to cure the breach. If the **CONTRACTOR** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **CONTRACTOR** that it has materially breached its **CONTRACT** with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT's** Governing Board shall determine whether the **CONTRACTOR** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **CONTRACTOR** should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **CONTRACT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **CONTRACTOR**. The performance of work under this **CONTRACT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **CONTRACTOR** of a Notice of Termination specifying the extent to which performance of work under the **CONTRACT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **CONTRACTOR** for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **CONTRACT**. The **DISTRICT** may withhold all payments to the **CONTRACTOR** for such work until such time as the **DISTRICT** determines the exact amount due to the **CONTRACTOR**.

6.3 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.4 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT's** best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT's** Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **CONTRACTOR** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **CONTRACTOR** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **CONTRACTOR** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** shall initiate an amendment to this **CONTRACT** to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **CONTRACTOR** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **CONTRACTOR** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **CONTRACT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **CONTRACT**.



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B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **CONTRACT**. Such examination may be made only within five (5) years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **CONTRACT**, the **CONTRACTOR** shall extend the period of maintenance for all records relating to the **CONTRACT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

D. Audit Findings: In the event the **DISTRICT** exercises its right hereunder to audit the **CONTRACTOR's** financial and accounting records within a period of one (1) year following the completion or termination date of this **CONTRACT**, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the **CONTRACTOR** shall be obligated to refund the **DISTRICT** for such disallowances upon demand. At its option, the **DISTRICT** shall also have the right to reduce payments due to the **CONTRACTOR** under this **CONTRACT** by the amount of any disallowance resulting from audits conducted under this **CONTRACT**.

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, consultant, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **CONTRACTOR**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the **DISTRICT** entering into this **CONTRACT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **CONTRACTOR**, the **CONTRACTOR** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **CONTRACTOR** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the

Grant, without the payment of any additional consideration by the **DISTRICT**. The **CONTRACTOR** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **CONTRACT**.

7.3 The **CONTRACTOR** and the **DISTRICT** agree that Exhibit "C" shall identify any proprietary data processing software as defined by Chapter 119, Florida Statutes, which has been lawfully acquired by the **CONTRACTOR** under license from a third party, including the right to sublicense such software, if appropriate, for use by the **DISTRICT** hereunder. If deemed appropriate, applicable sub-licensing terms and conditions shall be negotiated by the parties and incorporated by reference into this **CONTRACT**. The **CONTRACTOR** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. Both parties acknowledge that title to the software identified above shall remain with the applicable Licensor.

7.4 Any equipment purchased by the **CONTRACTOR** with **DISTRICT** funding under this **CONTRACT** shall be returned and title transferred from the **CONTRACTOR** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **CONTRACT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$1,000.00 and with a normal expected life of one (1) year or more. The **CONTRACTOR** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **CONTRACTOR** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONTRACTOR** liable for loss or damage due to causes beyond the **CONTRACTOR's** reasonable control. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **CONTRACT**, the **DISTRICT** may permit the **CONTRACTOR** access to certain third party owned software on **DISTRICT** computer systems. The **CONTRACTOR** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.



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7.6 Pursuant to Chapter 119, Florida Statutes any plans and specs created or received by the **DISTRICT** pursuant to this **CONTRACT** which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure are exempt from the Public Records law and must be maintained in a confidential manner by the **CONTRACTOR**.

The **CONTRACTOR** shall complete, comply with and furnish to the **DISTRICT** a signed copy of a Plan and Specification Request Form, attached hereto as Exhibit "M". In addition, the **CONTRACTOR** acknowledges that it is solely responsible for ensuring its compliance and the compliance of its staff, and subcontractors with the terms of Exhibit "M" and Chapter 119, Florida Statutes. This paragraph shall survive the expiration or termination of this **CONTRACT**.

7.7 During the term of this **CONTRACT**, the **DISTRICT** may provide the **CONTRACTOR** with the temporary use of computer hardware and software specified in Attachment "2" to the Exhibit "C" Statement of Work (hereafter referred to as "Computer Equipment"). **CONTRACTOR** represents that it has read and understands the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit "C" Statement of Work) that deals with the use of **DISTRICT** IT resources which shall apply to the use of the Computer Equipment. **CONTRACTOR** further agrees to maintain the Computer Equipment in good working condition while in its possession and will return the Computer Equipment to the **DISTRICT** upon request by the **DISTRICT** or upon termination or expiration of this **CONTRACT** in good working condition, less normal wear and tear. All Computer Equipment is hereby provided to the **CONTRACTOR** "as is", "where is" and "with all faults".

The **CONTRACTOR** shall assume all responsibility for safeguarding the Computer Equipment including loss or damage and its proper use throughout the term of this **CONTRACT**. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. The **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Attachment "2" to Exhibit "C" in the event any of the Computer Equipment is lost, stolen or irreparably damaged. **CONTRACTOR** acknowledges the proprietary nature of all applicable third party software listed in Attachment 2 and agrees not to reproduce, distribute or disclose such software to any third party. Use of all software shall be restricted to the hardware provided by the **DISTRICT**. Removal of any copy of licensed software is prohibited.

7.8 In the event the Work involves a need to loan equipment (other than Computer Equipment as defined in 7.7 above) to the **CONTRACTOR**, the following provisions shall apply.

A. The **DISTRICT** hereby conveys for the temporary use by the **CONTRACTOR** the equipment as identified in Exhibit "C" Statement of Work (hereinafter referred to as the "Equipment").

B. The **CONTRACTOR** is hereby authorized to use the Equipment identified in Exhibit "C" only for those purposes identified in Exhibit "C".

C. **CONTRACTOR** hereby agrees to maintain the Equipment in good working condition while in its possession and will return the Equipment to the **DISTRICT** in good working condition, less normal wear and tear, at the **CONTRACTOR**'s sole expense upon termination, or expiration of this **CONTRACT** or upon completion of the work described in the Exhibit "C" Statement of Work, whichever occurs first. **CONTRACTOR** will adequately safeguard the Equipment throughout the term this **CONTRACT**. In the event of loss or damage, **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. While in the **CONTRACTOR**'s possession, the **CONTRACTOR** shall assume all responsibility for the Equipment including loss or damage and its proper use. **CONTRACTOR** shall be solely responsible for paying all costs associated with operating and maintaining the Equipment, including but not limited to, any applicable taxes or assessments, permits, licenses or insurance. **CONTRACTOR** further agrees that it will acquire license plates and vehicle registration as required by Florida Statutes, if required for the Equipment. **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Exhibit "C" in the event any of the Equipment is either lost, stolen or irreparably damaged. The **CONTRACTOR** further agrees to repair any damaged Equipment so as to restore the Equipment fully to the current market value at that time as agreed upon by the **CONTRACTOR** and **DISTRICT**. All Equipment provided hereunder is hereby loaned "as is", "where is" and "with all faults".

D. The **DISTRICT** states and **CONTRACTOR** acknowledges that **CONTRACTOR** disclaims any reliance upon any statements or representations made by the **DISTRICT**. **DISTRICT** has not made and specifically disclaims any representation or warranty of any kind, directly or indirectly, express or implied, with respect to the suitability, durability, design, operation or condition of the Equipment or any part thereof, its merchantability, or its fitness for use for the particular purposes and uses of the **CONTRACTOR** or otherwise. **DISTRICT** shall not be liable to the **CONTRACTOR** for any loss, damage, or expense of any kind



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or nature caused directly or indirectly by the Equipment provided hereunder.

E. In the event of **CONTRACT** termination, the **CONTRACTOR** shall promptly return all Equipment, at the **CONTRACTOR's** expense unless otherwise stated in Exhibit "C", to the **DISTRICT** without further obligation.

F. The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** or the Equipment provided and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **CONTRACTOR**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **CONTRACT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **CONTRACTOR**, upon request, as to any such laws of which it has present knowledge.

8.2 The **CONTRACTOR** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **CONTRACT**. The **CONTRACTOR** shall take all measures necessary to effectuate these assurances.

8.3 The parties hereto agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the State and Federal courts of competent jurisdiction located in the State of Florida, Palm Beach County. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in the paragraph. The parties agree to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this **CONTRACT**.

8.4 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or has been placed on the discriminatory vendor list. If the **CONTRACTOR** or any affiliate of the **CONTRACTOR** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate

termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.5 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.6 The **CONTRACTOR** shall not utilize the **DISTRICT's** exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the **DISTRICT**. The **CONTRACTOR** shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this **CONTRACT**. In the event the **CONTRACTOR** is a sole proprietor, the **CONTRACTOR** is responsible for submitting quarterly returns to the Federal Government.

8.7 The **CONTRACTOR** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this **CONTRACT**. Further the **CONTRACTOR** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **CONTRACT**. For breach of this provision, the **DISTRICT** may terminate this **CONTRACT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.8 The **CONTRACTOR** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CONTRACTOR** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CONTRACTOR**. The **CONTRACTOR** shall refer any public records requests for project documents covered by this provision to the **DISTRICT** and the **DISTRICT** will handle the request.



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8.8.1 Pursuant to Chapters 119, and 1004.22 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Chapters 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **CONTRACTOR** (Licensee) hereunder, the **DISTRICT** shall advise the **CONTRACTOR** (Licensee) of such request and, as between the **DISTRICT** and the **CONTRACTOR** (Licensee), it shall be the **CONTRACTOR's** (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.9 The **CONTRACTOR** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **CONTRACT**. A delay in obtaining permits shall not give rise to a claim by the **CONTRACTOR** for additional compensation. If the **CONTRACTOR** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **CONTRACT**, each party to bear its own costs, notwithstanding other provisions of this **CONTRACT** to the contrary.

8.10 Pursuant to Chapter 216.347, F.S., the **CONTRACTOR** is prohibited from the expenditure of any funds under this **CONTRACT** to lobby the Legislature, the judicial branch or another state agency.

8.11 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT's CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT's** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the

DISTRICT, in its discretion, may terminate this **CONTRACT**.

8.12 **CONTRACTOR** shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the **CONTRACTOR**, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this **CONTRACT**. The **DISTRICT** is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the **DISTRICT** does not condone offers of employment made by Contractors to **DISTRICT** employees in exchange for the award of **DISTRICT** work. Further, the **DISTRICT** is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of **DISTRICT** work.

8.13 **CONTRACTOR** may use the **DISTRICT's** name in marketing materials for the purpose of publicizing contract awards, however, **CONTRACTOR** is prohibited from obtaining affirmations from **DISTRICT** staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the **CONTRACTOR** as well as the products and/or services offered by the **CONTRACTOR**. The **DISTRICT**, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. **CONTRACTOR is strictly prohibited from releasing any statements to the media regarding work performed under this CONTRACT without the review, and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.**

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The **CONTRACTOR** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **CONTRACT** shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **CONTRACT**. Both parties are free to enter into contracts with other parties for similar services. In the event the **CONTRACTOR** is providing staff who will be working on-site at **DISTRICT** facilities, **CONTRACTOR** and the **DISTRICT** further agree that the **DISTRICT** shall not pay the **CONTRACTOR** staff any direct remuneration, expense reimbursement or compensation of any kind and **CONTRACTOR's** staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONTRACTOR's** staff shall be



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exclusively provided by the **CONTRACTOR**. The **CONTRACTOR** shall provide all billing, collection, payroll services and tax withholding, among other things, for all **CONTRACTOR** staff performing services under this **CONTRACT**.

9.2 It is the intent and understanding of the Parties that this **CONTRACT** is solely for the benefit of the **CONTRACTOR** and the **DISTRICT**. No person or entity other than the **CONTRACTOR** or the **DISTRICT** shall have any rights or privileges under this **CONTRACT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be null and void.

9.4 The **CONTRACTOR** shall not pledge the **DISTRICT**'s credit or make the **DISTRICT** a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the **DISTRICT**'s credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance. Further, the **CONTRACTOR** shall be responsible for compliance with all labor and unemployment laws.

9.6 **CONTRACTOR** EXPRESSLY UNDERSTANDS AND AGREES THAT **CONTRACTOR**, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE **DISTRICT**. **CONTRACTOR** EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE **DISTRICT**'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD **CONTRACTOR** OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**. IN THE EVENT **CONTRACTOR** IS SELF EMPLOYED, **CONTRACTOR** EXPRESSLY REPRESENTS THAT **CONTRACTOR** IS AN INDEPENDENT **CONTRACTOR** AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT **CONTRACTOR** MAY BE ENTITLED TO RECEIVE

SHOULD **CONTRACTOR** BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**.

9.7 The **CONTRACTOR** shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship and Immigration Services Form I-9. Written verification shall be kept by the **CONTRACTOR** and made available for inspection on demand by the **DISTRICT**.

Failure to fully comply with these provisions shall be a material breach of the **CONTRACT** and cause for termination of the **CONTRACT**.

ARTICLE 10 – SBE UTILIZATION

10.1 SBE Utilization. The **DISTRICT** has implemented a Small Business Enterprise Program as part of the **DISTRICT**'s competitive solicitation and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part VI, F.A.C. ("SBE Rule"). The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace.

As consideration for being awarded this **CONTRACT** **CONTRACTOR** agrees to maintain the level of SBE participation agreed upon and as indicated on the cover/signature page of this **CONTRACT**.

The **CONTRACTOR** shall take all necessary steps to achieve and maintain its SBE utilization commitment. At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the SBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR** shall notify the **DISTRICT** immediately of any change in the status of the **CONTRACTOR** or any of its subcontractor(s), that could affect the **CONTRACTOR**'s SBE status or the **CONTRACTOR**'s ability to comply with the SBE requirements of this **CONTRACT** including but not limited to gross revenue and licensing.

10.2 SBE Utilization Plan. The **CONTRACTOR** shall identify all SBE firms which will be utilized as subcontractors. The **CONTRACTOR** should provide proof that each firm to be utilized as an SBE subcontractor is certified with the **DISTRICT**. The **CONTRACTOR**, as the prime and each subcontractor shall be listed in the Utilization Plan and submitted to the **DISTRICT**. The listing of the SBE's in the Utilization Plan shall constitute the **CONTRACTOR**'s representation to the **DISTRICT** that the SBE firms are



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technically and financially qualified and available to perform the assigned work.

The Utilization Plan shall consist of the following **DISTRICT** forms and information as submitted by the **CONTRACTOR** in its bid as part of the *Compliance Disclosure Form*:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form*
3. Proof of **DISTRICT** certification

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Plan".

10.3 Subcontractor Substitution. The **CONTRACTOR** must receive written approval from the **DISTRICT's** Small Business Enterprise Section prior to substituting an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. The **CONTRACTOR** must submit to the **DISTRICT** an amended version of the following:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form for each* substitute firm.

10.4 Utilization Reporting. In an effort to monitor the achievement of the SBE goal the **CONTRACTOR** agrees to submit, a completed SBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this **CONTRACT**. The timing of these reports must coincide with invoice submission. The **CONTRACTOR** understands that each SBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONTRACTOR** shall submit a completed Final SBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this **CONTRACT**, at the time a final invoice is submitted. These utilization reports must be submitted to the Contract Specialist at the location indicated on the cover page of the **CONTRACT**.

10.5 Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of the **CONTRACT**, the **CONTRACTOR** shall comply with the SBE Utilization Plan which can only be amended with the prior written approval from the **DISTRICT's** Small Business Enterprise Section. Compliance shall include tasks and proportionate dollar amounts throughout the term of the **CONTRACT**, including amendments, change orders, and work orders. The **CONTRACTOR** shall maintain the level of SBE utilization as established in the **CONTRACTOR's** SBE Plan. Failure to comply with the SBE requirements of this **CONTRACT** will be considered a material breach of **CONTRACT** and may

further result in suspension or debarment pursuant to **DISTRICT** Rule 40E-7, Part II, F.A.C.

To ensure that all SBE requirements under this **CONTRACT** are met, the **CONTRACTOR's** SBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONTRACTOR** shall advise the **DISTRICT** of any situation in which regularly scheduled payments are not made to any SBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The **CONTRACTOR** is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **CONTRACT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **CONTRACT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **CONTRACT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **CONTRACT** specifies that performance by **CONTRACTOR** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **CONTRACT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) All other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **CONTRACT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **CONTRACT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **CONTRACT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

11.4 Should any term or provision of this **CONTRACT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **CONTRACT** may be amended only with the written approval of the parties hereto.

11.6 This **CONTRACT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **CONTRACT**. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **CONTRACT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

12.1 The **CONTRACTOR** shall comply with all applicable Federal, State and local safety standards and regulations applicable to the work performed pursuant to this **CONTRACT**. The **CONTRACTOR** shall also be responsible for the compliance of its subcontractors with all of the foregoing laws, regulations and standards pertaining to safety.

SBE Subcontractor Utilization Report

Project Name					Contract Number		Application Number			
Application Date		Reporting Period			SBE Goal		Scheduled Completion Date			
Contractor Name					Telephone Number () -		Fax Number () -			
Contractor's Street Address				Project Manager		Manager's Telephone Number () -		Manager's Fax Number () -		
Current Contract Amount		Total Payment This Month		% SBE Part to Date		Total Payment on Project From Start		% Completed		
Federal ID Number	SBE Subcontractor Name	Description of Work	Amount of Project	Payment Amount This Month	Total Paid To Date	Actual Start Date	Scheduled Completion Date			
Company Seal			Company Officer Name (print)			Title		Date		
			Signature of Company Officer						Telephone Number () -	
I certify that the above information is true to the best of my knowledge.										
Contractor Name (print)		Contractor Signature		Title		Project Name		Date		



EXHIBIT "F" SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SBE Final Subcontractor Utilization Report

Project Name				Contract Number		Application Number	
Application Date		Reporting Period		SBE Goal		Scheduled Completion Date	
Contractor Name				Telephone Number () -		Fax Number () -	
Contractor's Street Address			Project Manager		Manager's Telephone Number () -		Manager's Fax Number () -
Current Contract Amount		Total Payment This Month		% SBE Part to Date		Total Payment on Project From Start % Completed	
Federal ID Number	SBE Subcontractor Name	Description of Work	Amount of Project	Payment Amount This Month	Total Paid To Date	Actual Start Date	Scheduled Completion Date
Company Seal			Company Officer Name (print)		Title		Date
			Signature of Company Officer				
I certify that the above information is true to the best of my knowledge.							
Contractor Name (print)		Contractor Signature		Title		Project Name Date	