



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS (RFP)(CCNA)

Proposals Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Bureau B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406 Note: Hand delivered Proposal packages may be dropped off at the Procurement Kiosk located in the B-1 Building, 1 st Floor		Number: 6000000523 Issue Date: April 20, 2012 SEE PART 4 FOR SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS
Title: GEOTECHNICAL ENGINEERING AND TESTING SERVICES This RFP is issued subject to the legal requirements established under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes.		
Purpose: The purpose of this RFP is to solicit technical Proposals for geotechnical engineering and testing services to support the District's capital and development programs within the sixteen (16) contiguous counties. Work order contracts will be awarded to firms for a three year period with 2 one-year renewal options. A more complete description of the technical requirements can be found in Part 5 of this RFP.		
Inquiry Period: April 20, 2012 – May 11, 2012 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquiries to: Procurement: Sharman Rose, Senior Contract Specialist Telephone No: (561) 682-2167 E-Mail: shrose@sfwmd.gov Fax No: (561) 682-5624 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.	
Deadline For RFP Submission: MAY 21, 2012 - 2:30 P.M. 1 Original and 5 Copies 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) 682-2715 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.		
This RFP is Comprised of a Response Checklist and 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Evaluation Criteria and Standards Part 4. Small Business Enterprise (SBE) Program including SBE Subcontractor Participation Schedule and Statement of Intent to Perform as a Subcontractor Part 5. Statement of Work	Attachments: 1. Statement of Work 2. Insurance Requirements (Exhibit H) 3. Sample Contract 4. Sample Work Order	

REQUEST FOR PROPOSAL (CCNA) 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 Proposal package is complete and to maximize the number of points you may receive, 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 Proposal package.

		Have you met the Proposal submission deadline established in the Solicitation?
		Have you submitted the required number of complete copies of the Proposal and is one of them marked "Original"?
		Does the Original contain all required documentation to meet the responsiveness and responsibility requirements?
		Have you attached a completed and signed Compliance Disclosure Form?
		Are there minimum license requirements? If yes, has evidence been included in the Proposal?
		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 with current names and telephone numbers and attached to the Proposal?
		Have you completed the technical section of the Proposal? Does it include the following?
		• Statement of proposed work objective and scope
		• Methodology/rationale for the proposed work
		• Proposed work plan that includes tasks, milestones, deliverables, completion schedule and list of resources and/or equipment that will be provided
		• Project management strategy
		• Availability chart of all individuals proposed for services by the Respondent and subcontractors and/or subconsultants
		• Qualifications of the prime Respondent and proposed subcontractors and/or subconsultants
		• Qualifications of individuals who will perform the work
		• Copy of agreement for each teaming arrangement
		Have you met the Small Business Enterprise (SBE) subcontracting goal? (see Solicitation cover page and Part 4)
		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

"RFP." A Request for Proposals, which is a written Solicitation for sealed Proposals in which qualifications and technical ability are among the main selection criteria.

"CCNA RFP." This Solicitation is issued in accordance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes.

"Proposer" or "Respondent." All contractors, consultants, organizations, firms, or other entities submitting a Response to this RFP.

"Proposal" or "Response." The proposer's written Response to this RFP offering to provide the specified services and/or commodities. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Proposals, Request for Bids 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 another 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 Proposal 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). The *Compliance Disclosure Form* is attached to Part 2, Tab A 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 must have 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 LOBBYING

All Respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, any evaluation committee members, 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 this Solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any Proposal submitted by a Respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 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 Procurement Bureau Chief, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District. Any Proposal 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.

1.8 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.

1.9 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract Specialist, 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, Current Solicitations/Contract Opportunities Calendar)

1.10 ORAL REPRESENTATIONS

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

1.11 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, Businesses, Procurement, Current Solicitations/Contract Opportunities Calendar).** All addenda placed on the District's web site can be downloaded.

1.12 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 the District determines it is in its best interest.

1.13 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 Proposals and/or posting of any written addenda on the District's web site (www.SFWMD.gov/Procurement, Current Solicitations/Contract Opportunities Calendar).

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 Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. 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. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (facsimile) with the Clerk's Office at (561) 682-6010. Filings by e-mail are not permitted. A Respondent who files a document by facsimile is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by facsimile is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

1.14 SAMPLE CONTRACT

The Respondent understands that this Solicitation or the Response shall not constitute a contract with the District. No contract is binding or official until Responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and an official contract is duly executed by the parties. 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. The District will not consider any changes to contract terms and conditions.

1.15 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.

1.16 TAX EXEMPT STATUS

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

1.17 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 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

Bureau 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 Bureau will not constitute "delivery" as required by this Solicitation. Telephone confirmation of timely receipt of the Response should be made by calling (561) 682-2715 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.

1.18 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Proposal to the District.

1.19 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 except to the extent agreed to by the District during subsequent contract negotiation.

1.20 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 2, Tab A), 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 thirty (30) days after the Response opening, whichever is earlier. In the event the District rejects all Responses in accordance with section 1.21 and concurrently notices its intent to reissue the Solicitation, Responses will be made available after the District posts notice of its decision or intended decision concerning awards for the reissued Solicitation, or until the District withdraws the reissued Solicitation. Responses to a Solicitation cannot remain

exempt for longer than 12 months after the initial notice rejecting all Responses.

In accordance with Chapter 286, Florida Statutes, meetings exempt from the "Sunshine" law include those conducted for oral presentations, those at which vendors answer questions, or those at which team members discuss negotiation strategies as part of the competitive process. The District shall record any portion of an exempt meeting. The recordings and any records from any portion of an exempt meeting shall remain exempt until the District provides notice of a decision or an intended decision or if the District rejects all Responses and concurrently provides notice of its intent to reissue a competitive Solicitation. In that event the recordings and any records presented at the exempt meetings remain exempt from public records, until such time as the District provides notice of a decision, an intended decision concerning the reissued Solicitation or until the District withdraws the reissued competitive Solicitation. Exempt records cannot remain exempt for longer than 12 months after the initial agency notice rejecting Responses.

1.21 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject all Proposals. Further, the District may deem a Proposal non-responsive (**refer to Part 2, Tab A**) or non-responsible (**refer to Part 2, Tab B**). Minor irregularities contained in a Response may 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.

Other conditions which shall cause rejection of the Proposal, 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 Proposal, (provided however that for RFP's contemplating more than one award for multiple technical disciplines, Respondents shall be allowed to submit as Prime Contractor/Prime Consultant for multiple technical disciplines) 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 5.

Note: If a Proposal is deemed non-responsive or if a Respondent is deemed non-responsible by the District after initial review of the Response 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.

1.22 CONSULTANTS' COMPETITIVE NEGOTIATION ACT

This Solicitation is issued in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. Respondents are requested to submit a comprehensive qualifications and technical Proposal in response to the requirements set forth herein.

1.23 WRITTEN PROPOSAL EVALUATION ORAL PRESENTATIONS

The selection committee members will independently score the written Proposals on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 3 of this Solicitation. Following the submission and evaluation of the written Proposals, the District will request the highest ranked Respondents to provide oral presentations explaining and/or demonstrating each Proposal. All oral presentations will be scheduled by the District. Following the completion of oral presentations, the selection committee members will score each presentation. A maximum of 20 points will be available for each selection committee member based on responses to identical questions forwarded to each short-listed Respondent. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.24 GOVERNING BOARD REVIEW

The District will report the results via the *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations*. The 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 Proposals" notice in lieu of recommended ranking. If the results are acceptable to the Governing Board, the District will post the official results on the Friday following Thursday's regular Governing Board monthly meeting. A detailed cost Proposal will be requested from the top-ranked Respondent(s). In the event that negotiations are unsuccessful with the top-ranked Respondent(s), the District will proceed with negotiations in ranked order until a contract has been successfully negotiated.

1.25 FORMAL AUTHORIZATION TO PROCEED WITH SELECTION OF FIRM(S) AND TO ENTER INTO CONTRACT NEGOTIATIONS

Following Governing Board acceptance of the final results and in compliance with Chapter 120 of the Florida Statutes, the official *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations* will be posted on the District's web site ([www.SFWMD.gov/Procurement, Official Awards](http://www.SFWMD.gov/Procurement,OfficialAwards)). The District also will post the results at the Procurement Bureau in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida 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 Respondent shall file Notice of Intent to Protest in writing within 72 hours after posting of the *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter Into Contract Negotiations* 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.

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.

Notices of Intent to Protest and Formal Written Protests along with bond or other security shall be timely filed with the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. 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. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (facsimile) with the Clerk's Office at (561) 682-6010. Filings by e-mail are not permitted. A Respondent who files a document by facsimile is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by facsimile is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

1.26 CONTRACT AWARD

The District anticipates the award of one contract, but reserves the right to award more than one contract, or not to make any award whatsoever, if determined to be in the interest of the District. The District will report the final results in accordance with official *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations*. In the event that multiple awards are contemplated by the District, each short-listed Respondent, if successful following negotiations, will receive no more than one (1) award in accordance with the procedures outlined in the Solicitation.

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

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

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
- Tab C. Technical Proposal
- Tab D. Small Business Utilization Plan

A Response checklist is attached to this Solicitation to facilitate final review of Proposal format and content. The checklist is provided for the convenience of the Respondent and is not required to be returned with the Respondent's Proposal.

Note: Respondents must ensure that the Proposal submission marked "Original" contains all documentation necessary to meet the requirements of this Solicitation since the District will rely solely on the Proposal marked "Original" to determine whether or not the Respondent has met the responsiveness and responsibility conditions of this Solicitation described in Part 2 of this RFP. Failure to include any required documentation in the Proposal marked "Original" will result in the Proposal being deemed non-responsive and/or non-responsible, as applicable. In the absence of any Proposal document marked "Original", the District will randomly select one of the copies submitted by the Respondent and use that as a basis on which to determine whether or not the Proposal is responsive and responsible.

Tab A. Responsiveness Conditions

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

- (1) Timely submission of the Proposal
(refer to Part 1.17 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 for more information)

Tab B. Responsibility Documentation

Each Proposal shall be reviewed for responsibility in accordance with the following conditions. If, at the time of Proposal submission, a Respondent fails to produce evidence to demonstrate compliance with each of the conditions noted below for items 1 and 2 (if applicable), the Respondent shall be required to produce evidence that such documentation was in effect at the time of Proposal 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 Proposal will not be considered for further review.

(1) Minimum License Requirements

The Consultant shall be a registered engineering firm licensed with the State of Florida.

(2) 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 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

- (3) *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 2, Tab A). 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 Proposal 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.

(4) *References – Non-District Projects*

'Client Reference' forms are attached to Part 2, Tab B1 of this Solicitation for completion by the Respondent of three (3) references. Respondents will include in these forms 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) to accomplish project objectives will submit references for three (3) clients.

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 shall include separate and verifiable projects similar to the current solicited work. Past projects referenced in the Client Reference forms shall have been completed within the last three (3) years from the current Proposal submission date.

Respondents that have been in business for *less* than two (2) years shall provide at least two (2) references.

Note Regarding References:

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

Scoring Process for References. Before a technical and qualifications evaluation is conducted, the District will contact the Respondent's/team references 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. Respondents with a final averaged score (based on the references provided) of '5' or less shall be deemed non-responsible by the District.

(5) *Past Performance Records – District Projects*

The District will review past performance records for District projects on file when making a determination of responsibility.

(6) *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.

The District shall find non-responsible any Respondent, or any of their suppliers, subcontractors, or subconsultants who are currently debarred or suspended, or whose name appears in any of the lists above.

(7) *Financial Statements or Federal Tax Returns*

Before a technical/qualifications evaluation is conducted, 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. Financial statements are not required to be submitted with the Respondent's Proposal, but may be requested from the successful Respondent by the District prior to entering into negotiations for contract award.

(8) The District further reserves the right to make a determination of non-responsibility if the Respondent is found to have an unsatisfactory record of integrity. A Respondent may lack integrity if the District determines the Respondent demonstrates a lack of business ethics. The District may find a Respondent non-responsible based on the lack of integrity of any person having influence or control over the Respondent such as a key employee of the Respondent that has the authority to significantly influence the Respondent's performance of the contract or a parent company, predecessor or successor person.

Tab C. Technical Proposal

This section of the Response explains the requested Statement of Work as understood by the Respondent. This section also includes any assistance, materials, equipment, reports, etc. which the District must provide to the Respondent to complete the "Statement of Work." Evaluation criteria and District standards for evaluating the technical criteria are set forth in Part 3 of this Solicitation. The following details shall be included as part of this Response:

(1) Statement of the proposed work objective and scope.

(2) Methodology and rationale for the proposed approach.

- (3) Proposed work plan that includes specific tasks, milestones, deliverables, completion schedule and list of resources and/or equipment that will be provided by the Respondent.
- (4) Project management strategy.
- (5) Availability chart of all individuals proposed for services by the prime Respondent and each team member (subcontractors and/or subconsultants).
- (6) Qualifications of the prime Respondent and proposed subcontractors or subconsultants, including a summary of each firm's history, experience and staffing resources.
- (7) Qualifications of the individual(s) who will perform the work, including experience in similar work, curriculum vitae, and relevant college, graduate or professional courses for both the prime Respondent and proposed subcontractors or subconsultants.
- (8) For all team arrangements (subcontractors and/or subconsultants or joint ventures), provide a copy of each agreement, including a list of such parties by contact name, address/telephone number and a summary of how the work will be apportioned. Refer to the *Compliance Disclosure Form* (Part 2, Tab A) for the Subcontractor Plan form.
- (9) Respondents shall provide a listing of office locations, address, and contact information as available within the District's 16 county boundary.

Note 1: The prime Respondent must perform a minimum of twenty-five percent (25%) of the work specified in Part 5. Any changes to the proposed team composition after the Response deadline specified on the cover sheet of this Solicitation shall not be considered without the prior written consent of the District.

Note 2: Prior to any contract award, the District will require the successful Respondent to provide an estimate of the number of jobs that will be created as a result of the work to be performed in accordance with the negotiated Statement of Work.

Tab D. Small Business Enterprise Utilization Plan

Refer to Part 4 "Small Business Enterprise (SBE) Program Guidelines and Information" for the list of forms and attachments that must be included in the Small Business Enterprise Plan to be submitted as a separate detachable section with the Proposal.

PART 2 - TAB A
COMPLIANCE DISCLOSURE FORM (Page 1 of 4)
SOLICITATION NO.: 6000000523

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 Procurement Bureau Chief 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
	Name(s):			Telephone #(s):	
				()	
Key Contact 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. Has lobbied, either individually or collectively, the District's Governing Board members, District evaluation committee members, or other District employees for any purpose in connection with this Solicitation which may influence the outcome of the selection process.
5. 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.
6. Bidder represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this Solicitation.

COMPLIANCE DISCLOSURE FORM (Page 2 of 4)
SOLICITATION NO.: 6000000523

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, Current Solicitations/Contract Opportunities](http://www.SFWMD.gov/Procurement_Current_Solicitations/Contract_Opportunities)).
2. Respondent represents that it shall perform a minimum of twenty-five percent (25%) of the work specified in Part 5.
3. Respondent's proposed Project Manager and office location are as follows:

Prime Respondent:				
Name Of Project Manager:				
Street Address:				
	City	State	Zip Code	County
Telephone Number:	()			

4. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of ninety (90) calendar days from the date such information is requested by the District following Governing Board authorization to enter into contract negotiations as described in paragraph 1.25 of this RFP.
5. Respondent represents that proprietary information, if any, is identified on the following pages of the Proposal:

Page	Page	Page

6. Respondent represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this Solicitation, except as disclosed below:

7. Respondent identifies the following parent, subsidiary, or affiliate(s) to the organization:

COMPLIANCE DISCLOSURE FORM (Page 3 of 4)
SOLICITATION NO.: 6000000523

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).
- Prime Consultant must perform a minimum of 25% of the work specified in Part 5.

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.: 6000000523

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) Proposal as Prime Contractor for the Project described in Part 5 of the RFP will be submitted from the Respondent under the same or a different name (provided however that for RFP's contemplating more than one award for multiple technical disciplines, Respondents shall be allowed to submit as Prime Contractor for multiple technical disciplines) 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 Proposal 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.

Signed by and on behalf of _____ {insert firm name}

Authorized Representative Signature Date

PART 2 - TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: RFP 6000000523

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 of firm to be contacted: _____

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 of firm to be contacted: _____

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) or Prime Contractor if not subcontracting

Subcontractor name (if applicable) _____

Name of firm to be contacted: _____

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:

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each Proposal, 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 Proposals (Note: more time may be allotted contingent upon the number of Proposals received).
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. Upon completion, return all questionnaires to the designated Contract Specialist for this project.
9. 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 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: _____

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

Total score for this Respondent: _____

PART 3
EVALUATION CRITERIA
CCNA RFP – WRITTEN PROPOSALS

Maximum Points Available (Total 100)	EVALUATION CATEGORIES			
75	Technical	Maximum Score Possible per Factor	Weight Assigned	Maximum Points Possible per Factor
	- Qualifications and experience of firm and subcontractors with similar projects in last 2 years - Qualifications & technical competence of staff assigned to the contract - Proposed approach and methodology - Equipment and personnel capacity to accomplish the work - Quality Assurance/Quantity Control Plan (provide sample Geotechnical Report)	5 5 5 5 5	5 4 1 1 4	25 20 5 5 20
5	Location Considerations Location of project office and proposed Project Manager	5	N/A	5
10	SBE Subcontractor Participation Evaluation Point Table (see Part 4)	10	N/A	10
10	Volume of Previous District Work Dollar volume of work previously paid within the past three years under contracts awarded by the District to prime Respondents and subcontractors and/or subconsultants	10	N/A	10

PART 3 **EVALUATION/SELECTION PROCEDURES** **CCNA RFP –WRITTEN PROPOSALS**

Selection Committee

The District will appoint a committee consisting of at least three (3) members, which will include staff from multiple Departments and from outside agencies, as deemed necessary, with the expertise appropriate for the evaluation of all technical aspects of the project. Copies of Proposals submitted by the Respondent (as required on the cover page of this Solicitation) will be distributed to the evaluation committee members who will rely on the contents for scoring purposes. If the Respondent fails to ensure that each copy is identical, scoring may be negatively impacted.

Proposal Evaluation – Selection Committee

The District shall be the sole judge of its project requirements, as set forth in this Solicitation, of the evaluation of all Proposals submitted in response to this Solicitation and of the final contract award(s), as successfully negotiated. The District's decision(s) shall be final. All Proposals and prime Respondents will initially be screened for responsiveness and responsibility criteria, as described in Parts 1 and 2 of this Solicitation.

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 3, *Evaluation Criteria*. Committee members will independently score the written Proposals based on the merit of each Proposal, as determined by the committee members, to meet the requirements stated in the Solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the sub factors detailed under the technical category.

The following numerical ratings and descriptions will be used by each committee member to determine the numerical score (0 to 5) that will be placed before the weight (1, 2 or 3) that has been assigned for each evaluation factor. The numbers will be multiplied to reach the actual weighted score for each item evaluated. Evaluation standards are set forth as follows:

A. Technical Category

Numerical Score	Description	Definition
5	Excellent	Proposal demonstrates excellent understanding of requirements and outstanding approach that significantly exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have exceptional strengths that provide a high probability of satisfying District requirements.
4	Very Good	Proposal demonstrates very good understanding of requirements and strong approach that exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have significant strengths and strong probability of satisfying the District requirements.
3	Good	Proposal demonstrates good understanding of requirements and solid approach that exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have one or more strengths and good probability of satisfying the District requirements.
2	Satisfactory	Proposal demonstrates acceptable understanding of requirements and satisfactory approach that meet minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have acceptable qualifications/experience to meet District requirements.
1	Marginal	Proposal demonstrates shallow understanding of requirements with an approach and/or proposed staff/teaming arrangement that only marginally satisfy minimum performance or capability standards necessary to meet District needs.
0	Unsatisfactory	Proposal fails to meet minimum performance or capability standards. Requirements can only be met by major changes to the Proposal.

Proposal Evaluation – Procurement

Specific categories detailed in Part 3, *Evaluation Criteria* will be scored by Procurement. These include, Volume of Previous District Work, Location and SBE participation (see the cover page of the Solicitation for the established goal and Part 4 for further information). The scoring by Procurement for the Volume of Previous District Work and Location are formula driven, based on the tables outlined below. Procurement will rely solely on the contents of the Original Proposal submission to determine the scoring for these categories. The Original must therefore contain all required documentation in accordance with the instructions set forth in this Solicitation -- Respondent's failure to do so will negatively impact the scoring. The scoring by Procurement for SBE participation is shown in a table found in Part 4. Evaluation tables for Volume of Previous District Work and Location are set forth as follows:

A. Volume of Previous District Work Category

(Calculated for the past 3 years for prime Respondents, joint ventures and subcontractors/subconsultants)

Total Dollar Amount Paid under Previous Contracts (including Purchase Orders and Work Orders) During the Past 3 Years	Numerical Score
\$0 - \$150,000	10
\$150,001 - \$300,000	8
\$300,001 - \$500,000	6
\$500,001 - \$750,000	4
\$750,001 - \$1,000,000	2
Over \$1,000,000	0

Example: Volume of Previous District Work for Prime/Subcontractor - Combined Score of 7 Points calculated as follows:

Prime Respondent:

Previous District Work during last 3 years: \$300,500

Score from table above: 6 points

Proposal specifies 60% of work to be done by prime

Formula: 6 points x 0.60 = 3.6 points

Subcontractor:

Previous District Work during last 3 years: \$175,000

Score from table above: 8 points

Proposal specifies 40% of work by subcontractor

Formula: 8 points x 0.40 = 3.2 points

3.6 added to 3.2 = 6.8 which is then rounded up to 7 for the combined score

B. Location Category

The location of the project site for this solicitation is the 16 counties in which the District operates. The entire county will be considered as part of the District's jurisdiction for those counties partially located within the SFWMD.

	Numerical Score
Within the District 16 counties (see below list)	5
Outside of District counties but within Florida	3
Out of state	1

Broward
Charlotte
Collier
Glades

Hendry
Highlands
Lee
Martin

Miami-Dade
Monroe
Okeechobee
Orange

Osceola
Palm Beach
Polk
St Lucie

PART 4

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM GUIDELINES AND INFORMATION

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.

4.01 *SBE Rule*

- A. The **DISTRICT** has implemented Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule").
- B. Pursuant to the SBE Rule, the **DISTRICT** shall establish goals and incentives to increase the participation of available Small Business Enterprises ("SBE's"). The SBE Rule sets forth the efforts the **DISTRICT** and its contractors/consultants shall undertake to comply with the requirements of this Rule. The provisions of the Rule shall apply to all competitive Solicitations for professional and other contractual services and any resulting contract documents, including change orders, and amendments.

4.02 *Evaluation Criteria and Points*

The **DISTRICT** has established evaluation criteria and points available for SBE participation in this Solicitation.

Proposal Evaluation Criteria and Award of Points for SBE Participation

- A. Pursuant to the **DISTRICT's** SBE Rule, for contracts awarded based on an evaluation criteria, the **DISTRICT** shall award points in accordance with the Evaluation Point Table shown below for SBE Participation to increase the opportunity for small businesses to compete in competitive contracting activity.
- B. The maximum points will be awarded to the Proposer if 25% or more of the total project work is performed by SBE firms. Percentages reflect the amount of the total contract value proposed to be assigned to SBE firms.

EVALUATION POINT TABLE

10 POINTS FOR SBE PARTICIPATION	
≥ 25% =	10 points
≥ 23% =	9 points
≥ 21% =	8 points
≥ 19% =	7 points
≥ 17% =	6 points
≥ 15% =	5 points
≥ 13% =	4 points
≥ 11 % =	3 points
≥ 9 % =	2 points
≥ 7 % =	1 points

4.03 *Submission of SBE Subcontractor Utilization Plan*

A directory of District certified Small Business Enterprise firms is available at www.SFWMD.gov/Procurement, (scroll down and select SBE Directory). The **DISTRICT** has provided the following primary commodity code(s) to aid Respondents in the use of the directory: 906-39. Any proposed participation by firms not certified with the **DISTRICT** at the time of Proposal submission will not count towards SBE goal attainment. Proposers are strongly encouraged to contact the Small Business Enterprise Section at (561) 682-6446 well in advance of the date set for receipt of Proposals to allow sufficient time for review and determination of SBE eligibility and certification.

Proposers shall identify all SBE firms which will be utilized as subcontractors. The Proposer must provide 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 Proposal. The listing of SBE's in the SBE Subcontractor Utilization Plan shall constitute the Proposer's representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work.

The SBE Subcontractor Utilization Plan shall consist of the following documentation which must be attached to the Proposal:

1. The *Statement of Intent to Perform as an 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 Proposers must use to fulfill this requirement is

attached to this Solicitation. Please note that under CCNA RFP's, only percentages need to be inserted to indicate the level of participation, not the dollar amounts.

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 Proposers must use to fulfill this requirement is attached to this Solicitation. Please note that under CCNA RFP's, only percentages need to be inserted to indicate the level of participation, not the dollar amounts.
3. *Proof of certification.* Provide proof that each proposed firm to be utilized as an SBE prime or subcontractor is certified by the DISTRICT.

Failure to provide the SBE Subcontractor Utilization Plan with complete and accurate information shall result in the Proposal being deemed non-responsive.

4.04 – SBE Compliance and Substitution

The contractual provisions that will apply in the event of a contract award are delineated in Article 10 of the Sample

Contract attached to this Solicitation. The following is an excerpt of key aspects of Article 10.

A. *Compliance.* The DISTRICT shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of any subsequent contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT must contact the DISTRICT's Small Business Enterprise when the need to replace an SBE subcontractor occurs. The CONSULTANT 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*

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. 6000000523

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

PART 5
STATEMENT OF WORK

GEOTECHNICAL ENGINEERING SERVICES

1.0 INTRODUCTION/BACKGROUND

The South Florida Water Management District's (the "District") mission is to manage water resources for the benefit of the region, balancing the needs of the present generations with those of future generations. Equally important elements of this stewardship are the conservation and development of water supply, the protection and improvement of water quality, the mitigation of impacts from flood and drought and the restoration and preservation of natural resources. This mission encompasses broad responsibilities and represents a large spectrum of activities and specializations.

The demand for geotechnical engineering and testing services due to legal mandates, restoration programs and the need to maintain existing facilities exceeds the capacity that can be generated by existing District staff. Contracts will be awarded to Consultants within the Geotechnical Engineering and Testing Services industry who will assist District staff in completing a number of required tasks in support of these programs.

2.0 OBJECTIVE

The objective of this project is to obtain the services of a Consultant with the capability to provide a variety of professional geotechnical engineering and testing services.

3.0 SCOPE OF WORK

3.1 The scope of work shall be within the general practice of professional geotechnical engineering and testing, including design recommendations, and shall be required for the following:

- Site investigations
- Drilling, sampling, and classifications
- Geophysical study and electric logging
- Lab and In-situ testing
- Groundwater/seepage evaluations
- Embankment stability analysis
- Dewatering evaluation
- Foundation analysis
- Soil stabilization and ground improvement
- Construction materials testing
- Compaction testing
- Pile Driving Analysis (PDA)
- Environmental audits (Phases 1 through 3)

- Geophysical testing and analyses
 - Expert opinion
 - Peer review
 - Construction Inspection
- 3.2 The Consultant shall furnish all necessary materials, labor, professional geotechnical expertise, supervision, equipment, and transportation necessary to execute and complete all work required by District specifications. The Consultant shall provide the professional geotechnical, geophysical and hydrogeological expertise necessary in field services, laboratory services, analysis and design, estimating time and costs, planning, scheduling, checking, certification of completed work and submittal/filing/recording of the required data to the District.
- 3.3 The Consultant shall be a registered engineering firm licensed with the State of Florida. All professional services shall be performed under the direction of a Professional Engineer (PE) registered with the State of Florida. The Consultant shall retain trained qualified geotechnical engineers on staff. The work generated may be used by District engineers or consultants hired by the District and must be coordinated with the District Project Manager. The selected firm(s) shall maintain a certified testing laboratory within the South Florida Water Management District's geographical boundaries for conducting geotechnical investigations and construction materials testing services.
- 3.4 Actual services required will be detailed in individual Work Orders that will be issued by the District on an as-needed basis. To the extent practical, Work Orders will be evenly distributed among the pool of Consultants. Distance from the specific project site and the cost of travel expenses will be considered when selecting among the pool of Consultants and when negotiating the level of effort. At the time each service requirement is identified, a detailed statement of work and project schedule will be provided to the Consultant. The Consultant will then provide a detailed level of effort, project and staffing schedule that conforms to the specific project and schedule requirements. A firm fixed price for that effort will be negotiated based on the pre-determined rate schedule (hourly labor rates and/or unit pricing) included in the contract at the time of contract execution. Depending on the nature of the project, some Work Orders may be billable on a time and materials basis subject to completion of designated milestones and documentation of hours expended. Payment in all cases will be subject to successful completion of tasks and District acceptance of deliverables and/or project milestones. Refer to Article 1.1.1 of the Sample Contract for further information as to the Work Order process.
- 3.5 No work is authorized until such time as a Work Order is fully executed by the District. Any work provided under a revision or amendment to a Work Order is not authorized until the amendment is fully executed by the District. No minimum quantity of Work Orders is guaranteed.

- 3.6 Throughout the term of each Work Order, the District's Project Manager will perform periodic performance reviews which will be documented and shared with the Consultant. The District will maintain a history of project performance for each Consultant which will become an important factor in the consideration of future Work Order awards. On a scale of 1 – 5, with 5 being the highest, a running Average Score ≥ 3.0 is required to maintain active contract status.
- 3.7 Consultants awarded contracts shall:
- Provide timely delivery services and resources;
 - Supervise consulting and subconsulting staff; oversee their work and performance;
 - Manage the project (timelines, budget, deliverables, contingencies) and track the progress;
 - Quality assure all deliverables; ensure written reports are complete, concise and coherent; a signed *Quality Certificate of Compliance* shall be submitted for the Draft and Final submittals of the Geotechnical Report;
 - Communicate regularly with District Work Order Project Managers; and
 - Provide timely and detailed invoicing as tasks are completed or on a monthly basis as applicable.
- 3.8 All work will normally be performed by the Consultant at an off-site location (not in the District's offices). The Consultant will be required to provide its own equipment.
- 3.9 Under extenuating circumstances, the District may require that work scope be performed at District offices; on-site Work Orders will be determined on a case-by-case basis. In these cases, the Consultant will be provided with space at a District office for the duration of the Work Order.
- 3.10 Consultants providing engineering testing services shall have their testing laboratories validated by the U.S. Army Corps of Engineers (USACE) or the Florida Department of Transportation (FDOT), and accredited through the Construction Material Engineering Council (CMEC). Consultants performing water quality analyses shall have a Florida Department of Environmental Protection approved quality assurance plan and the testing laboratory shall be certified by the Florida Department of Health.

4.0 WORK BREAKDOWN STRUCTURE

- 4.1 The Consultant's work may include, but shall not be limited to, providing all professional services necessary to support the District's capital development program related to:
- Pump stations, culverts, weirs, spillways, and other water control structures
 - Levees and dams
 - Canals, and flow-ways

- Stormwater Treatment Areas (STAs), impoundments, reservoirs and water conservation areas
- Locks, roads, bridges and all related appurtenances
- Wells, including intake and discharge structures
- Advanced Water Treatment Technology
- Land Acquisition
- Asbestos, fuel and hazardous material testing and remediation

The support of detailed engineering may include design of components, which are specific to the discipline listed in Section 3.3 under Scope of Work. These services include, but are not limited to:

- Field exploration
- Lab and in-situ testing
- Engineering analysis and recommendations
- Reporting
- Project formulation and preliminary design
- Preparation of plans and specifications
- Development of schedules for design construction
- Estimated quantities and cost
- Expert opinion and peer review
- Engineering design
- Construction support

The basic support tasks required would include, but are not limited to, site and subsurface investigation and evaluation as well as engineering analysis and recommendation. All work shall comply with District Design, CAD and construction standards.

5.0 DELIVERABLES

Deliverables shall be submitted by the Consultant as delineated in the Statement of Work for each Work Order. The deliverables shall be submitted on or before the date provided in the Schedule of Tasks and Deliverables. The District shall review, comment, reject and/or approve the deliverable as being acceptable.

6.0 TIME SCHEDULE AND TIMEFRAMES

Schedules shall be included in detailed Work Orders issued under the Contract and shall be based on the number of continuous calendar days following the Work Order execution date to complete specific tasks of the project. If District reviews and comments are necessary to proceed with a task, then a specified District review time shall be included in the schedule.

7.0 PROJECT LOCATIONS

Respondents shall provide a listing of office locations, address, and contact information as available within the District's 16 county boundary.

Project locations may be anywhere within the District's 16 county boundary and shall be detailed in Work Orders issued under the Contract. Payment for mileage and/or other travel and supplemental costs shall be discussed on a project by project basis and detailed and agreed upon in the Work Order prior to the start of work.

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**.

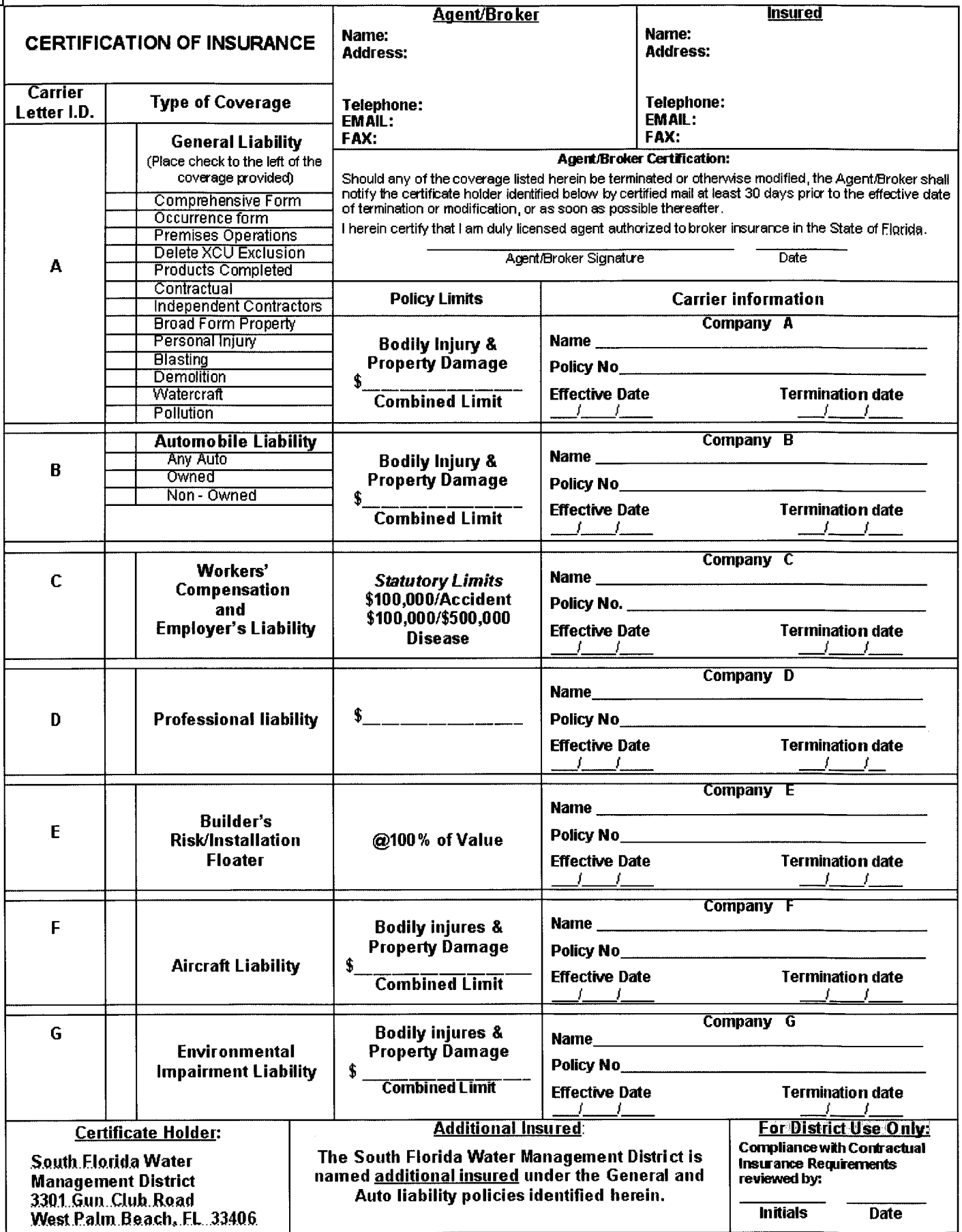
Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers’ compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general 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	\$1,000,000
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 AND EMPLOYER’S LIABILITY	
Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit
PROFESSIONAL LIABILITY	\$1,000,000

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





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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: CONSULTANT	This number must appear on all Invoices and Correspondence SMALL BUSINESS ENTERPRISE (SBE) Participation: 														
PROJECT TITLE:															
The following Exhibits are attached hereto and made a part of this CONTRACT: <table border="0"> <tr> <td>Exhibit "A" - Not Applicable</td> <td>Exhibit "H" - Insurance Requirements</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Not Applicable</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Not Applicable</td> <td>Exhibit "K" - Not Applicable</td> </tr> <tr> <td>Exhibit "E" - Not Applicable</td> <td>Exhibit "L" - Not Applicable</td> </tr> <tr> <td>Exhibit "F" - Not Applicable</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Not Applicable	Exhibit "H" - Insurance Requirements	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Not Applicable	Exhibit "K" - Not Applicable	Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable	Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable														
Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable														
Exhibit "G" - 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: 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) 682-6397 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 Bureau - Notices Accounts Payable - Invoices	SUBMIT NOTICES TO THE CONSULTANT 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: _____ Dorothy A. Bradshaw, Procurement Bureau Chief Date: _____ 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 **CONSULTANT** 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**, as well as any supplemental Statement of Work issued pursuant to any Work Order issued hereunder pursuant to 1.1.1 below. In the event **CONSULTANT** employees or hired workers are authorized to perform services on-site at **DISTRICT** facilities by either Exhibit "C" or any supplemental Work Order Statement of Work, the **CONSULTANT** 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". **CONSULTANT** shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **CONSULTANT**'s responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C" as well as any supplemental Work Order Statement of Work issued hereunder. The **CONSULTANT** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C" as well as any supplemental Work Order Statement of Work. The **DISTRICT** may provide additional guidance and instructions to **CONSULTANT**'s employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

1.1.1. The actual services required and either fixed price or not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this **CONTRACT**, a sample of which is attached as Exhibit "I", and made a part of this **CONTRACT**. As actual services are identified by the **DISTRICT**, the **CONSULTANT** shall, upon request, prepare a detailed technical and cost proposal for submission to the **DISTRICT**. Cost proposals shall include a detailed breakdown adequate to substantiate all **CONSULTANT** costs, including labor and expenses. Cost proposals shall also incorporate any established rates specified in Exhibit "L", attached hereto and made an integral part of this **CONTRACT**. The **DISTRICT** shall evaluate the technical merit and cost of each proposal submitted and conduct negotiations with the **CONSULTANT** to achieve technical and cost objectives. Such negotiations will result in a total consideration amount to be disbursed under the applicable Work Order on either a fixed price or time and materials basis within a not-to-exceed limitation. In either case, the mutually agreed upon fixed price/not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. There may also be circumstances under which a Work Order may be issued with a combination of fixed price/lump sum and not-to-exceed deliverables in which case the Work Order will be labeled "Not-to-Exceed". No work shall commence prior to receipt of an

authorized Work Order. The **DISTRICT** does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**.

1.1.2 In addition to the foregoing, award of Work Orders under this **CONTRACT** shall be subject to the following:

(a) Negotiation of a Statement of Work and a price most advantageous to the **DISTRICT**.

(b) Availability of qualified personnel within the required time frames; and

(c) Satisfactory performance by the **CONSULTANT** under any previous Work Order(s) issued by the **DISTRICT**.

1.1.3 The **DISTRICT** has the right to make unilateral changes to any Work Order without the mutual written consent of the **CONSULTANT** in the event such action is determined to be in the best interest of the **DISTRICT**. This right shall include the ability to cancel any work order without liability to **CONSULTANT** other than payment for work product accepted by the **DISTRICT** up through the effective date of cancellation. Any such cancellation which effectively eliminates remaining work order funding and curtails the period of performance shall be accomplished by providing thirty (30) days advance written notice to the **CONSULTANT**. No minimum advance written notice requirement shall apply to any other changes to Work Orders issued hereunder. With the exception of cancellation, changes to Work Orders are typically handled through a duly executed Work Order revision document.

1.2 As part of the services to be provided by the **CONSULTANT** under this **CONTRACT**, the **CONSULTANT** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONSULTANT** 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 **CONSULTANT** shall conduct thorough background checks for all of the **CONSULTANT**'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 **CONSULTANT** shall determine whether the **CONSULTANT'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 **CONSULTANT'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 **CONSULTANT**. Prior to allowing any employees or hired workers to work on-site at **DISTRICT** facilities, the **CONSULTANT** 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 **CONSULTANT** will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

1.5 Should the services provided by the **CONSULTANT** fail to meet the expectations of the **DISTRICT's** Project Manager, the **CONSULTANT** shall have a period of ten (10) working days from the date notice is given to the **CONSULTANT** by the **DISTRICT**, to correct all deficiencies in the **CONSULTANT's** services under the Work Order. All corrections shall be made to the satisfaction of the **DISTRICT** Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the **DISTRICT** being liable for any and all future obligations under the Work Order as determined by the **DISTRICT** at its sole discretion. The **DISTRICT**, in its judgment, may elect to compensate the **CONSULTANT** for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

1.6 In the event the project or work under this **CONTRACT** requires that the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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.

1.7 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 **CONSULTANT** in any forum or format. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.8 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 **CONSULTANT's** own risk and shall not make reference to the **DISTRICT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.9 In the event the Exhibit "C" Statement of Work requires that the **DISTRICT** provide the **CONSULTANT** with keys to access any **DISTRICT** structures or Right-of-Ways through its key permitting system, a deposit shall apply. Because the cost to re-key **DISTRICT** structures is high, should the **CONSULTANT** lose any keys provided by the **DISTRICT**, such loss shall not only result in the loss of the **CONSULTANT's** deposit, but may also result in the assessment of progressively higher fines depending on how many keys may have been lost throughout the term of this **CONTRACT** or across multiple contracts between the **CONSULTANT** and the **DISTRICT**. The **DISTRICT** reserves the right to offset the amounts owed pursuant to this provision against payments due to the **CONSULTANT** under this **CONTRACT** and/or against payments due under any other contracts or purchase orders between the **DISTRICT** and **CONSULTANT**. Repeated loss of keys may also be used as a basis for deeming the **CONSULTANT** as non-responsible in conjunction with bid or proposal submissions.

1.10 If applicable, known historic, archeological and cultural resources within the **CONSULTANT's** work area(s) will be designated as a "sensitive environmental area" in the executed Work Order. If so designated, the **CONSULTANT** shall install protection for these resources and shall be responsible for their preservation during the Work Order's duration. The **CONSULTANT** shall not distribute maps or other information on these resource locations except for distribution among the **CONSULTANT's** staff with a "need to know" technical responsibility for protecting the resources.

1.10.1 Inadvertent Discoveries: If, during the performance of work, the **CONSULTANT** observes items that may have historic or archeological value, such observations shall be reported immediately to the **DISTRICT**

so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The **CONSULTANT** shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources.”

1.10.2 Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the **CONSULTANT** shall seek to continue work well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Work Order. Should an inadvertent discovery be of the nature that impact(s) to the work schedule are evident, such delays shall be coordinated with the **DISTRICT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **CONTRACT** shall not exceed the amount as indicated on the cover/signature page of this **CONTRACT**. Such amount includes all expenses which the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**, 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 **CONSULTANT** 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**.

2.4 In the event any travel is required by members of the **CONSULTANT**'s staff to fulfill its performance of the terms and conditions of this **CONTRACT**, such travel shall require prior written authorization by the **DISTRICT**. The **DISTRICT**

shall only reimburse the **CONSULTANT** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the **DISTRICT**'s Travel Policy Chapter 201, Article VI. A completed "Travel Expense Report", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

ARTICLE 3 – INVOICING AND PROMPT PAYMENT

3.1 The **CONSULTANT**'s invoices shall reference the **DISTRICT**'s Contract Number, Work Order 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 **CONSULTANT** 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”.** A third set of invoice copies along with the Small Business Utilization Reports shall also be submitted to the Small Business Enterprise office as described in Article 10.4.

3.2 The **CONSULTANT** shall submit the invoices pursuant to the schedule outlined in the Exhibit “D” Payment and Deliverable Schedule attached to each Work Order. For Work Orders issued on a time and materials basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the Work Order's not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices. Work Orders issued on a “Not-to-Exceed” basis where Exhibit “D” specifies a combination of fixed price/lump sum and not-to-exceed amounts associated with deliverables will also be subject to the same supporting documentation requirements described above whenever invoices are submitted for the not-to-exceed line items. Any travel authorized by the **DISTRICT** shall be reimbursed in accordance with Chapter 112, Florida Statutes and in accordance with Article 2.4 above.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner. In accordance with Florida Statutes, Section 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 Section 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **CONTRACT**.

Failure of the **CONSULTANT** 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**.

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

3.4 The **DISTRICT** shall not pay for any obligation or expenditure made by the **CONSULTANT** prior to the commencement date of this **CONTRACT** or prior to receipt of authorized Work Order(s), unless the **DISTRICT** authorizes such payment in writing.

3.5 Any early payment discount offered by the **CONSULTANT** 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 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT**, including but not limited to liability for unfinished work product. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall be responsible for carrying out such replacement and for returning **DISTRICT** property in accordance with **DISTRICT** policies and procedures. The **CONSULTANT** 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 **CONSULTANT**, including but not limited to liability for unfinished work product.

The **CONSULTANT** will place the above language in any contract that it has with subcontractors. The **CONSULTANT** 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 **CONSULTANT** shall indemnify and hold the **DISTRICT**, its officers, directors, board members, 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 **CONSULTANT** and other persons employed or utilized by the **CONSULTANT** in the performance of the **CONTRACT**.

The **CONSULTANT** 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**.

5.2 The **CONSULTANT** 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 **CONSULTANT**. Prior to the execution of this **CONTRACT**, the **CONSULTANT** 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 **CONSULTANT** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONSULTANT's** responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONSULTANT** from responsibility for adhering to the insurance limits and conditions of insurance required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONSULTANT'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 consultants 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 **CONSULTANT** 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 **CONSULTANT** shall have thirty (30) days to cure the breach. If the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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

reprocurement 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 **CONSULTANT**. 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 **CONSULTANT** 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 **CONSULTANT** for all authorized and accepted deliverables completed through the date of termination in accordance with Work Orders issued hereunder. 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 **CONSULTANT** for such work until such time as the **DISTRICT** determines the exact amount due to the **CONSULTANT**.

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 non-binding 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 **CONSULTANT** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **CONSULTANT** 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 **CONSULTANT** 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** may amend this **CONTRACT** and/or any Work Order to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

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

A. Maintenance of Records: The **CONSULTANT** 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**.

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 **CONSULTANT** 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 **CONSULTANT'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 **CONSULTANT** shall be obligated to refund the **DISTRICT** for such disallowance(s) upon demand. At its option, the **DISTRICT** shall also have the right to reduce payments due to the **CONSULTANT** 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 **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work and any specified Work Order issued hereunder (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 **CONSULTANT**, the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** and the **DISTRICT** agree that each Work Order shall also identify any proprietary data processing software as defined by Chapter 119, Florida Statutes, which has been lawfully acquired by the **CONSULTANT** 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 each applicable Work Order. The **CONSULTANT** 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 The **CONSULTANT** shall provide the **DISTRICT's** Project Manager with a detailed list of any equipment purchased with **DISTRICT** funding. Equipment purchased by the **CONSULTANT** with **DISTRICT** funding under this **CONTRACT** shall be returned and title transferred from the **CONSULTANT** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** unless written authorization to retain the equipment is provided by the **DISTRICT**. The **CONSULTANT** 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 **CONSULTANT** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONSULTANT** liable for loss or damage due to causes beyond the **CONSULTANT's** reasonable control. In the event of loss or damage, the **CONSULTANT** 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 **CONSULTANT** access to certain third party owned software on **DISTRICT** computer systems. The **CONSULTANT** 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.

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 **CONSULTANT**.

The **CONSULTANT** 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 **CONSULTANT** 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**. Exhibit "M" will remain on file with the **DISTRICT** during the term of the **CONTRACT** so that the **CONSULTANT** will not have to fill out a new Exhibit for each Work Order issued to the **CONSULTANT**.

7.7 During the term of this **CONTRACT**, the **DISTRICT** may provide the **CONSULTANT** 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"). **CONSULTANT** 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. **CONSULTANT** 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 **CONSULTANT** "as is", "where is" and "with all faults".

The **CONSULTANT** 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 **CONSULTANT** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. The **CONSULTANT** 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. **CONSULTANT** 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 any equipment (other than Computer Equipment as defined in 7.7 above) to the **CONSULTANT**, the following provisions shall apply.

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

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

C. **CONSULTANT** 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 **CONSULTANT**'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. **CONSULTANT** will adequately safeguard the Equipment throughout the term this **CONTRACT**. In the event of loss or damage, **CONSULTANT** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. While in the **CONSULTANT**'s possession, the **CONSULTANT** shall assume all responsibility for the Equipment including loss or damage and its proper use. **CONSULTANT** 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. **CONSULTANT** further agrees that it will acquire license plates and vehicle registration as required by Florida Statutes, if required for the Equipment. **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** and **DISTRICT**. All Equipment provided hereunder is hereby loaned "as is", "where is" and "with all faults".

D. The **DISTRICT** states and **CONSULTANT** acknowledges that **CONSULTANT** 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 **CONSULTANT** or otherwise. **DISTRICT** shall not be liable to the **CONSULTANT** for any loss, damage, or expense of any kind

or nature caused directly or indirectly by the Equipment provide hereunder. In the event of **CONTRACT** termination, the **CONSULTANT** shall promptly return all Equipment, at the **CONSULTANT**'s expense unless otherwise stated in Exhibit "C", to the **DISTRICT** without further obligation.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **CONSULTANT**, 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 **CONSULTANT**, upon request, as to any such laws of which it has present knowledge.

8.2 The **CONSULTANT** 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 **CONSULTANT** 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 **CONTRACT** 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 **CONTRACT** 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**.

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this **CONTRACT** and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

8.4 The **CONSULTANT**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors 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 **CONSULTANT** or any affiliate of the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** for any work or materials furnished.

8.5 The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** is a sole proprietor, the **CONSULTANT** is responsible for submitting quarterly returns to the Federal Government.

8.6 The **CONSULTANT** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this **CONTRACT**. Further the **CONSULTANT** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the 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.

8.7 The **CONSULTANT** shall, at its own expense, allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If at any time the **DISTRICT** requests copies of **CONSULTANT**'S records in response to a public records request, **CONSULTANT** shall, at its own expense, promptly provide copies of all of its records in whatever format reasonably requested by the **DISTRICT**. Should the **CONSULTANT** 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 **CONSULTANT**. The **CONSULTANT** shall refer any public records requests for project documents covered by this provision to the **DISTRICT** and the **DISTRICT** will handle the request.

8.7.1 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 Chapter 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 **CONSULTANT** (Licensee) hereunder, the **DISTRICT** shall advise the **CONSULTANT** (Licensee) of such request and, as between the **DISTRICT** and the **CONSULTANT** (Licensee), it shall be the **CONSULTANT**'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.

8.8 The **CONSULTANT** 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 **CONSULTANT** for additional compensation. If the **CONSULTANT** 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.

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

8.10 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 **CONSULTANT**. Therefore, as the **DISTRICT'S CONSULTANT** for this project, the **CONSULTANT** assures the **DISTRICT** that the **CONSULTANT**, 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 **CONSULTANT** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONSULTANT** 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**.

8.11 **CONSULTANT** 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 **CONSULTANT**, 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.

8.12 **CONSULTANT** may use the **DISTRICT's** name in marketing materials for the purpose of publicizing contract awards, however, **CONSULTANT** is prohibited from obtaining affirmations from **DISTRICT** staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the **CONSULTANT** as well

as the products and/or services offered by the **CONSULTANT**. 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. **CONSULTANT** 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 **CONSULTANT** shall be considered an independent consultant 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 consultant 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 **CONSULTANT** is providing staff who will be working on-site at **DISTRICT** facilities, **CONSULTANT** and the **DISTRICT** further agree that the **DISTRICT** shall not pay the **CONSULTANT** staff any direct remuneration, expense reimbursement or compensation of any kind and **CONSULTANT's** staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONSULTANT's** staff shall be exclusively provided by the **CONSULTANT**. The **CONSULTANT** shall provide all billing, collection, payroll services and tax withholding, among other things, for all **CONSULTANT** 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 **CONSULTANT** and the **DISTRICT**. No person or entity other than the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** and the **CONSULTANT**

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 **CONSULTANT** shall be responsible for compliance with all labor and unemployment laws.

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

9.7 The **CONSULTANT** 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. In the event the amount of this **CONTRACT** exceeds \$150,000 and for all persons hired by **CONSULTANT** to work in the State of Florida for a period that is equal to or exceeds 120 days, the **CONSULTANT** shall use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify employment eligibility. Additionally, if **CONSULTANT** uses subcontractors to perform any portion of the Work under this **CONTRACT** valued in excess of \$3,000, **CONSULTANT** must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this **CONTRACT's** Effective Date, **CONSULTANT** must provide the **DISTRICT** with evidence that **CONSULTANT** is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. Written verification shall be kept by the **CONSULTANT** and made available for inspection on demand by the **DISTRICT**.

The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the **CONTRACT**. The **DISTRICT** shall maintain records verifying the rate of pay for each employee working on this **CONTRACT** and make such records 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**, **CONSULTANT** agrees to maintain the level of SBE participation agreed upon and as indicated on the cover/signature page of this **CONTRACT**.

The **CONSULTANT** 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 **CONSULTANT** and/or any and all of its subcontractor(s). The **CONSULTANT** shall notify the **DISTRICT** immediately of any change in the status of the **CONSULTANT** or any of its subcontractor(s), that could affect the **CONSULTANT's** SBE status or the **CONSULTANT'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 **CONSULTANT** shall identify all SBE firms which will be utilized as subcontractors. The **CONSULTANT** should provide proof that each firm to be utilized as an SBE subcontractor is certified with the **DISTRICT**. The **CONSULTANT**, 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 **CONSULTANT's** representation to the **DISTRICT** that the SBE firms are 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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. In addition to the Utilization Report form, the **CONSULTANT** shall also provide proof of payment made to each SBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The **CONSULTANT** understands that each SBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONSULTANT** 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 attention Colleen Robbs in the Small Business Enterprise office at the West Palm Beach 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 **CONSULTANT** 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 **CONSULTANT** shall maintain the level of SBE utilization as established in the **CONSULTANT'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 **CONSULTANT's** SBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** 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.

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

EXHIBIT "I"

WORK ORDER NO: _____ SAP PO REFERENCE NO: _____ Must be referenced on invoices	SFWMD Project Manager: _____ Phone: _____ Email: _____ SFWMD Contract Specialist: _____ Phone: _____ Email: _____
Firm Name: _____ Address: _____ City/State/Zip: _____	Firm's Project Manager: _____ Phone: _____ Email: _____ Fax: _____
In accordance with Contract No. _____, dated _____ for _____, the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in the Exhibit "C-" " {Insert C-1, C-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. The Exhibit "D-" {Insert D-1, D-2, etc.) Payment and Deliverable Schedule applicable to this project is also attached and made a part of this Work Order. Start/Completion Dates are also specified below.	
1. Work Order Start Date: _____	2. Completion Date: _____
3. Work Order Type & Funding: <i>Not To Exceed</i> ☐ <i>Time & Materials/Not-to-Exceed</i> ☐ <i>Fixed</i> ☐ Current FY _____ \$ _____ Total Work Order Amount: \$ _____ PR# _____ *Multi-Year Funding: ☐ Yes ☐ No FY _____ Amount \$ _____ FY _____ Amount \$ _____ FY _____ Amount \$ _____ *Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 2.2 of Exhibit "B"	
4. Small Business Enterprise (SBE) Participation: SBE Contract Participation Goal: _____ % ☐ N/A SBE Utilization for this Work Order: _____ % ☐ N/A Subcontractor Name(s): _____ New subcontractor proposed for this Work Order? Select one: ☐ YES ☐ NO Name: _____ Accepted by: _____ Date: _____ Procurement SBE Section	
For District Use Only: PBC / ASDD Team Review Date (Over \$500K) _____	
Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	SFWMD Approval: Accepted by: _____ Procurement Representative Title: _____ Date: _____ CS Initial _____

Project Name (1)	Contract Number and Work Order Number (If applicable) (2)		
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report						
Federal Identification Number ⁽¹⁴⁾	SBE Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Small Business Enterprise Subcontractors ⁽²¹⁾						\$

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

I certify that the above information is true to the best of my knowledge.		Date (24)
Contractor Name - Authorized Personnel (print) (22)	Contractor Name - Authorized Personnel (sign) (23)	Title (24)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) **Project Name** - Enter the entire name of the project.
- Box (2) **Contract Number (work order)** - Enter the District contract number and work order number, if applicable (i.e., 460001234, and if work order contract include work order number - 460000568 WO 01).
- Box (3) **Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) **Reporting Period** - Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 - 11/01/2011).
- Box (5) **SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) **Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) **Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) **Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) **Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) **Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) **Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) **Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) **Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) **Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) **SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) **Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) **Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) **Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) **Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) **Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) **Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) **Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) **Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) **Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) **Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

Project Name (1)	Contract Number and Work Order Number (if applicable) (2)		
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)	Contractor Telephone Number (8) () -		
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Small Business Enterprise Payment Report						
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Small Business Enterprise Subcontractors (21) \$						

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

Contractor Name -- Authorized Personnel (print) (22)	Contractor Name -- Authorized Personnel (sign) (23)	Title (24)	Date (25)
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**South Florida Water Management District
Instructions to Small Business Enterprise Subcontractor Utilization Report**

- Box (1) Project Name - Enter the entire name of the project.
- Box (2) Contract Number (work order) - Enter the District contract number and work order number, if applicable. (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01)
- Box (3) Report Number - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series. (i.e., 1, 2, 3)
- Box (4) Reporting Period - Enter the beginning and end dates for which this report covers. (i.e., 10/01/2011 - 11/01/2011)
- Box (5) SBE Contract Goal - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date - Enter the expiration date of the contract. (not work order).
- Box (7) Contractor Name - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work - Enter the type of work being performed by the SBE Subcontractor(s). (i.e., electrical services)
- Box (17) Project Amount - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project. (i.e., amount in the subcontract agreement)
- Box (18) Amount Paid this Reporting Period - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s) - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print) - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign) - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.