

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: CONTRACTS ADMINISTRATION (MAIL CODE: PUR)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #2
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: Ellen Cuarta, Contracts Administrator
Phone: 352-796-7211, Ext. 4105; FAX: 352-754-6884; E-mail: Procurement@swfwmd.state.fl.us

DATE POSTED: May 20, 2011 at 3:30 p.m. Page 1 of 17	PROPOSALS WILL BE OPENED: June 30, 2011 at 2:30 p.m., and may not be withdrawn for 90 days after this date.
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NON-MANDATORY PRE-PROPOSAL CONFERENCE: May 31, 2011 at 9:30 a.m. at the Tampa Service Office Governing Board Room, 7601 U.S. Hwy 301, Tampa, Florida 33637-6759

TITLE: RFP 005-11 FLATFORD SWAMP HYDROLOGIC RESTORATION FEASIBILITY STUDY

SPECIFICATIONS: The District is seeking professional engineering services to perform a feasibility study to identify the most viable alternative for transferring excess water from Flatford Swamp to Mosaic Fertilizer, LLC (Mosaic) that facilitates restoration of Flatford Swamp, while not adversely affect Mosaic's ability to efficiently operate its existing and proposed future mining operations. Consultant needs to be experienced in phosphate mining operations and large pipeline evaluation.

Respondent Name:

Reason for No-Response

Mailing Address:

City-State-Zip:

Telephone Number () -

FAX Number () -

Toll-Free Number () -

E-mail address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as Respondents hereby declare that we have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Request for Proposals and certify that we are authorized to sign this proposal for the Respondent.

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

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS # 005-11
FLATFORD SWAMP HYDROLOGIC RESTORATION FEASIBILITY STUDY

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Development Cost
- 1.4 Changes, Delays, and Addenda
- 1.5 Pre-Proposal Conferences
- 1.6 Rules for Proposals
- 1.7 Contingency Fee
- 1.8 Proposal Format
- 1.9 Proposal Opening
- 1.10 Technical Questions
- 1.11 Conflict of Interest
- 1.12 Proposal Withdrawal
- 1.13 Public Availability of Records
- 1.14 Right to Accept or Reject Proposals
- 1.15 Notice of Decision
- 1.16 Protests
- 1.17 Contract Information
- 1.18 Truth in Negotiation
- 1.19 Indemnification
- 1.20 Withholding Payment
- 1.21 Termination
- 1.22 Law Compliance
- 1.23 Americans with Disabilities Act (ADA)
- 1.24 Public Entity Crimes
- 1.25 Discrimination
- 1.26 Correspondence
- 1.27 Background Checks
- 1.28 Employment Eligibility Verification

PART II - INTRODUCTION

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

PART III - NATURE OF SERVICES REQUIRED

- 3.1 Project Description
- 3.2 Work Objective
- 3.3 Scope of Work
- 3.4 Work Products Required
- 3.5 Performance Schedule
- 3.6 Performance Requirements

PART IV - INSURANCE REQUIREMENTS

- 4.1 Insurance Requirements

PART V - EVALUATION PROCEDURES

- 5.1 Review of Proposals
- 5.2 Evaluation Method and Criteria
- 5.3 Final Selection

ATTACHMENTS

- Attachment 1..... Figure 1
- Attachment 2..... Figure 2
- Attachment 3..... Report References

PART I - GENERAL CONDITIONS

1.1 PURPOSE. The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS. "Respondent" will mean any contractor, consultant, organization, firm, college or university, or other person submitting a response pursuant to page 1 of this RFP. "District" will mean the Southwest Florida Water Management District, which is the issuing agency.

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

1.4 CHANGES, DELAYS, AND ADDENDA. The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. Any changes, delays or addenda related to this RFP issued by the District will be sent to all persons/firms recorded as having received the original RFP.

Persons/firms receiving the RFP from the District's Internet web site (<http://www.watmatters.org/procurement>) will be responsible to recheck the web site for any changes, delays, or addenda related to this RFP.

1.5 PRE-PROPOSAL CONFERENCES. Non-Mandatory pre-proposal conferences are considered beneficial to understanding proposal requirements and answering questions, although representation is not required at the non-mandatory conferences in order to submit proposals.

Portions of conferences and site visits may be recorded, however, minutes will not be produced or distributed.

1.6 RULES FOR PROPOSALS. Two or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 CONTINGENCY FEE. The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it

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

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

1.8.1 Sign and Return the Request for Proposals Form (Cover Sheet)

1.8.2 Letter of Transmittal - This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.8.3 Organizational Profile and Qualifications - This section of the proposal should provide:

1.8.3.1 A description of your organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field.

1.8.3.2 A description of the equipment, Microsoft Projects software, Geographic Information System (GIS) products and personnel available to complete the Project in a timely manner.

1.8.3.3 Three (3) references from your recent (last 5 years) projects similar in scope and complexity to this Project. One project should demonstrate familiarity with phosphate mining operations. Include a contact name, address, telephone number, email address, a brief description of the work performed, Respondent's total fees and man-hours, start and end dates, and list the names and roles of the key team members proposed for this Project.

1.8.3.4 Resumes of key team members, including years of experience, years with the

Respondent, location of office at which they are stationed, and significant accomplishments.

1.8.3.5 The following information to verify that the Respondent's business and engineers, and any other engineers working on this project, are licensed to provide engineering services in the State of Florida (Chapter 471, Florida Statutes (F.S.):

- (i) current business "certificate of authorization" number;
- (ii) name(s) and Florida professional engineer (P.E.) license number(s) of the engineer(s) working on the Project.

1.8.4 Volume of Work - List all work awarded to the Prime Respondent and any Sub-Respondent(s), including acquisitions, by the District and Mosaic Fertilizer, LLC for the previous three (3) years. Include the project's name, a brief project description and the amount of compensation for each respective Respondent. Respondents must certify as to the accuracy of the volume of work information, which is subject to Paragraph 1.14 below.

1.8.5 Scope of Work - This section of the proposal should explain the Scope of Work as you understand it and detail your approach, time schedule, activities, and work products.

1.8.6 Cost/Fees - Costs will not be submitted with your proposal. Compensation will be negotiated with the most qualified firm(s) based on Part V, Evaluation Procedures, of this Request for Proposals and Section 287.055, F.S.

1.8.7 Additional Data - Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.8.8 Oral Presentations - Optional: At its discretion, the District may request any Respondent to also make an oral presentation of the proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

1.9 PROPOSAL OPENING. Proposal opening will be public, on the date and at the time specified on the proposal form. It is the Respondent's responsibility to assure that his/her proposal is delivered at the proper time to the specified location. Proposals which for any reason are not so delivered will not be considered.

Proposals MUST be identified with the RFP number and "Sealed Bid - Do Not Open" marked on the sealed envelope. If proposals are sent via Express Mail, proposal pages MUST be placed in a sealed envelope properly identified within the Express Mail envelope.

No responsibility will attach to the District or any official or employee thereof for the preopening of, postopening of, or the failure to open a proposal not properly addressed and identified as required. Offers by telegram, telefax or telephone are not acceptable.

1.10 TECHNICAL QUESTIONS. All questions should be presented in writing to the Contracts Administration Section at Procurement@swfwmd.state.fl.us, the address as stated in the paragraph named "Correspondence," or faxed, followed by a written confirmation, to the Contracts Administration Office FAX number at 352-754-6884 for receipt no later than ten (10) working days prior to the proposal opening. Inquiries must reference the date of proposal opening, and proposal title and number.

1.11 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

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

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

1.13 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its response contains information that is exempt from the public records law must clearly segregate (separate binder and CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS. Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP.

1.15 NOTICE OF DECISION. The notice of decision will be posted for review by interested parties on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

1.16 PROTESTS. Any Respondent who protests the specifications, decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

1.17 CONTRACT INFORMATION. The contents of the proposal of the successful Respondent(s) will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent(s) to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract(s) resulting from this RFP and venue will lie in Hernando County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least three (3) years following completion date. The selected Respondent(s) will also be required to comply with all applicable laws, rules, regulations and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract.

1.18 TRUTH IN NEGOTIATION. Any lump-sum or cost-plus-a-fixed-fee contract resulting from this Request for Proposals will require the contractor to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. A contract of this type will also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such contract adjustments will be made within one (1) year following the end of the contract.

1.19 INDEMNIFICATION. The Respondent agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance under any contract resulting from this RFP.

1.20 WITHHOLDING PAYMENT. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent under any resulting contract as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any contract with the District.

1.21 TERMINATION. Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten (10) days written notice. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the budget, and are allowed under the Agreement.

1.22 LAW COMPLIANCE. The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP.

1.23 AMERICANS WITH DISABILITIES ACT (ADA). The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act, should contact the Finance Administrative Supervisor at 352-796-7211 or 1-800-423-1476 (Florida Only), extension 4121; TDD ONLY 1-800-231-6103; FAX 352-754-6876.

1.24 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services

to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.25 DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

Contracts Administration Office (PUR), Building 2
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this Request for Proposals will be sent to the Respondent at the address listed on the Proposal Response form.

1.27 BACKGROUND CHECKS. The District will require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent may deem appropriate.

Additionally, the District is required by law to conduct fingerprint-based criminal history checks of persons who perform work for the District, as follows:

“A water management district that has structures or facilities identified as critical infrastructure by the Regional Domestic Security Task Force created pursuant to s. 943.0312 shall conduct a fingerprint-based criminal history check for any current or prospective employee and other persons designated pursuant to the water management district's security plan for buildings, facilities, and structures if those

persons are allowed regular access to those buildings, facilities, or structures defined in the water management district's security plan as restricted access areas.

A water management district that has structures or facilities that are not identified as critical infrastructure by the Regional Domestic Security Task Force may conduct a fingerprint-based criminal history check for any current or prospective employee and others designated pursuant to the water management district's security plan for buildings, facilities, and structures if those persons are allowed regular access to critical buildings, facilities, or structures defined in the water management district's security plan as restricted access areas.”

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

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

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits proposals from qualified consultants to provide the following professional services:

The District is seeking professional engineering services to perform a feasibility study to identify the most viable alternative for transferring excess water from Flatford Swamp to Mosaic Fertilizer, LLC (Mosaic) that facilitates restoration of Flatford Swamp, while not adversely affect Mosaic's ability to efficiently operate its existing and proposed future mining operations. Respondents need to be experienced in phosphate mining operations and large pipeline evaluation.

To be considered, **one (1) original and five (5) copies** of a proposal **must** be received by the Contracts Administration Office (PUR), Building 2, at Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **2:30 p.m., Eastern Time, on Thursday, June 30, 2011. All visitors must report to the lobby of Building 4 to sign in and be issued a visitors badge.**

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

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

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

- 2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 TERM OF CONTRACT.** The expected term of the contract resulting from this Request for Proposals will be approximately one and a half (1.5) years from the execution date.

- 2.4 PROPOSAL CALENDAR.** The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposals issued by the District

May 20, 2011

General Request for Proposals questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.

Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) working days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

All District contact must be through the Contracts Administration Office, Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4132; fax number 352-754-6884; E-mail: Procurement@swfwmd.state.fl.us.

Non-Mandatory Pre-Proposal Conference
Tuesday, May 31, 2011
9:30 a.m. EDT
Southwest Florida Water Management District
Tampa Service Office
7601 US Highway 301 North
Tampa, Florida 33637-6759
352-796-7211, extension 4132

All visitors must report to the lobby of Building 1 to sign in and be issued a visitors badge.

All interested parties are recommended to have representation at the NON-MANDATORY, Pre-Proposal Conference. The purpose of this conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Minutes of the conference will not be published.

Due date for Respondents to submit proposals (2:30 p.m.)

June 30, 2011

Notice of Decision, anticipated posting date

August 10, 2011

Notices of decision are posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899.

Contract date

As soon as practicable

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. Flatford Swamp is a large wetland system located in eastern Manatee County. The Myakka River enters the swamp at its north end and exits at the southeast corner (See Figure 1). The District owns approximately 2,357 acres of the Flatford Swamp system. The habitat within the property is mostly bottomland swamp and freshwater marsh with scattered pine flatwood and hardwood forest along the periphery of the land.

Hydrologic alterations and excess water have resulted in environmental damage (i.e., tree mortality) within Flatford Swamp. Long-term average streamflow in the Upper Myakka River Watershed has increased over the past several decades due to a combination of factors including agricultural irrigation and related practices, residential development, and drainage improvements. The District has identified and evaluated several alternatives to prevent excess water from entering the swamp and/or provide the means to remove the excess water from the swamp.

3.2 WORK OBJECTIVE. The DISTRICT performed conceptual level analyses for several alternatives to utilize the excess water. It was determined that transfer of excess quantities to Mosaic represents a potentially viable option to efficiently reuse such quantities for reasonable and beneficial purposes.

3.2.1 Through their execution of the "Memorandum of Understanding between the Southwest Florida Water Management District and Mosaic Fertilizer, LLC for consideration of a Public/Private Partnership Concerning Flatford Swamp," both parties recognized the need to fully understand and evaluate this option; further investigation is needed through a feasibility study. The feasibility study will refine the conceptual level analyses performed under the District's Myakka River Watershed Initiative (MRWI). MRWI can be found on the District's FTP site at: <http://ftp.swfwmd.state.fl.us/pub/solicitations>.

3.2.2 The objective of the feasibility study is to identify the most viable alternative for transferring excess water to Mosaic that facilitates restoration of Flatford Swamp while not adversely affecting Mosaic's ability to efficiently operate its existing and proposed future mining operations. Figure 2 illustrates the location of the Flatford Swamp and Mosaic's land holdings and active mining operations.

3.3 SCOPE OF WORK. The Respondent's (Consultant's) work may include, but is not limited to, the following services:

3.3.1 Conceptual Pipeline Route and Desktop Data Collection

Mosaic will provide the delivery point(s) and elevation where the water will enter Mosaic's process water management system. The delivery point will be finalized by Mosaic prior to the completion of the Consultant selection process.

3.3.1.1 Identify and Evaluate Water Delivery Routes – The Consultant will identify a minimum of three potentially viable routes and prepare a technical memorandum summarizing the alternative routes and the environmental, land ownership, length, and other relevant advantages and disadvantages of each. The Consultant will orally present the results of its evaluation to the District and Mosaic.

3.3.1.2 Desktop Data Collection - The Consultant will obtain data and reports from the District, Mosaic, and others related to alternative MRWI proposals for excess water from the Flatford Swamp. Previous reports and studies will be used to evaluate alternatives for utilization by Mosaic of the excess water from the Flatford Swamp. The District will provide the Consultant with interim results from the ongoing Myakka River Watershed Initiative and Flatford Swamp Hydrologic/Adaptive Management Restoration investigations.

Based upon the Consultant's evaluation, recommendations and presentation, the District and Mosaic will select the route(s) to be further evaluated.

3.3.2 Supply Timing, Water Quality and Storage

The Consultant will develop alternative utilization scenarios. The Consultant will prepare a technical memorandum summarizing the hydrologic, Southern Water Use Caution area (SWUCA), and other relevant benefits of each scenario; as well as the degree to which each scenario achieves the District's restoration goals and is consistent with Mosaic's various water demands. For each of the utilization scenarios, the following analyses will be performed:

3.3.2.1 Evaluate Supply Timing Requirements – In addition to previous studies, the District will provide supplemental information on the projected volume of excess water to be transferred, including seasonal and annual reliability scenarios such as average, wet, and dry years. Within 10 working days of the receipt of this information, Mosaic will confirm whether these quantities of excess water from Flatford Swamp can be incorporated into its system for mining or other purposes, and if not, what maximum quantity can be taken, together with the estimated duration of each potential use.

3.3.2.2 Evaluate Treatment Requirements – Based upon the information provided by the Consultant, Mosaic will determine data gaps in water quality information. Having identified data gaps and considering available information, Mosaic will determine whether it can accept the water without treatment or if there is a need for treatment to meet the water quality standards suitable for Mosaic's use. The District and Mosaic will determine how best to close any data gaps.

3.3.2.2.1 If additional data is collected, the Consultant must submit all water quality, biological, and sediment data collected under this Agreement to the District within six (6) months of collection. Data must be submitted in a standardized electronic format (available from the District) in accordance with Rule 62-40.540, Florida Administrative Code (F.A.C.), and must include the required data elements set forth in Rules 62-160.240 and 62-160.340, F.A.C.

3.3.2.2.2 Monitoring or collection of environmental data includes all field and laboratory data collected at groundwater or surface water stations. Groundwater includes, but is not limited to, the monitoring or collection of water quality or biological data from private wells, public supply wells, monitoring wells, springs, agricultural wells, or permit compliance wells. Surface water includes, but is not limited to, the monitoring or collection of water quality, biological, or sediment data from

lakes, streams, rivers, estuarine or offshore marine sites, canals, retention ponds or storm water ponds.

- 3.3.2.2.3 Laboratories generating environmental data for submission to the District must hold certification from the Department of Health - Environmental Laboratory Certification Program as required under Rule 62-160.300, F.A.C. All field sampling organizations collecting environmental data must follow the applicable field collection, quality control, and record-keeping requirements described in DEP-SOP-001/01 (March 31, 2008), Rule 62-160.800, F.A.C., unless specifically exempted by the District.
 - 3.3.2.2.4 The Consultant must obtain a Site Identifier (SID) from the District's Project Manager for all sites before collecting data from the sites, so that samples and readings can be correctly tagged and identified.
 - 3.3.2.2.5 The District, Florida Department of Environmental Protection (FDEP), or any Consultant operating on behalf of the District or FDEP, will be permitted to conduct periodic audits of field and laboratory procedures or records to determine if approved protocols are being followed in accordance with Rule 62-160.650, F.A.C.
 - 3.3.2.2.6 The Consultant will, if requested by Mosaic, provide water quality modeling support to evaluate the projected blended water quality impacts on Mosaic's mine water recirculation system, as it relates to total phosphorous, total nitrogen, and/or other critical water quality parameters identified by Mosaic. Modeling results will be used to assess the water quality impacts from blending on water use and potential discharge (i.e., NPDES permit limitations). Water quality goals and treatment requirements will be updated for each alternative and may include various levels of treatment depending upon the use and discharge point(s) of the water.
 - 3.3.2.2.7 If Mosaic determines the water must be treated prior to re-use by Mosaic, the Consultant will review and update/refine the water quality treatment costs presented in the District's MRWI reports. The Consultant will assess whether alternative treatment techniques can achieve Mosaic's required water quality standards. Based upon the Consultant's evaluation, the District and Mosaic will determine the water quality treatment techniques to be evaluated. Development of water treatment technologies through bench or pilot testing is beyond the scope of this authorization; only commercially available methods will be evaluated.
- 3.3.2.3 Evaluate Storage Requirements – For each alternative utilization scenario, the Consultant will evaluate the storage requirements needed, if any, to balance the withdrawals needed to meet restoration requirements with the volumes transferred to Mosaic. The evaluation will consider seasonal need for storage.
- 3.3.2.3.1 The Consultant will prepare a technical memorandum summarizing the methods and assumptions to evaluate each alternative scenario. The memorandum will address storage requirements, along with the advantages and limitations of storage, treatment technologies available to meet water quality requirements established by Mosaic, and other relevant advantages and disadvantages of each treatment technology. The memorandum will indicate maximum quantities of excess water by month that Mosaic can incorporate into each scenario with the estimated duration of each potential use.
 - 3.3.2.3.2 The Consultant will orally present the results of its evaluation to the District and Mosaic. Based upon the Consultant's evaluation, recommendations and presentation of alternative utilization scenarios, the District and Mosaic will determine the final list of utilization scenario alternatives.

3.3.3 Refine Pumping and Transmission Requirements

- 3.3.3.1 Refine Pumping, and Transmission System Requirements – For each alternative, refine proposed sizes and configurations of system components identified in previous conceptual planning documents as needed to address conveyance needs. This should include the associated transmission system(s), storage, and pumping facilities. Flow and pressure requirements at the point(s) of connection will be established for this evaluation if needed.
- 3.3.3.2 Mosaic may independently conduct hydraulic design and/or modeling of its existing and planned internal hydraulic infrastructure (in particular at the delivery point) to identify any potential limitations on the transfer rates from the interconnecting water transmission main from Flatford Swamp. The Consultant will consider any constraints identified by Mosaic in their evaluation. The Consultant will design the inflow point to minimize erosion of Mosaic's existing water recirculation system and refine the design based on the results of the utilization scenarios.
- 3.3.3.3 The Consultant will prepare a technical memorandum that describes recommendations for the transmission system components and sizes/capacities, as well as options considered but not recommended. In addition, the Consultant will orally present the results of its design evaluation to the District and Mosaic.

3.3.4 Regulatory Review

- 3.3.4.1 Evaluate Regulatory Compliance, Permits, and Other Legal Requirements - The Consultant will prepare an analysis of the laws and regulations that would apply to each alternative in coordination with the District in particular relating to wetlands, withdrawals, storage, and routing. The analysis would include the need to acquire leases, easements permits, or other authorizations prior to construction of the alternative as well as the performance standards, monitoring, and reporting required to operate and maintain the alternative in compliance with the applicable rules and regulations. The analysis would include cost estimates to prepare the requisite applications and to conduct compliance assurance actions.
- 3.3.4.2 The District has undertaken some review of these requirements and some additional work is currently underway. The Consultant will coordinate with the District before beginning the task to review existing information and to be updated on ongoing actions.
- 3.3.4.3 The Consultant will be expected to complete its analysis of legal requirements without delay once the alternative delivery points, pipeline routes, and utilization scenarios have been chosen by the District and Mosaic. A draft analysis will be provided to the District and Mosaic within forty-five (45) days of finalization of the alternatives in order to allow the District and Mosaic staff and counsel time to determine the requirements to be incorporated into the draft and final feasibility reports. The Consultant will then present its analysis orally to the District and Mosaic.

3.3.5 Evaluate Costs/Benefits

- 3.3.5.1 Evaluate Capital and Operation and Maintenance Costs – For each alternative, the Consultant will develop costs from previous tasks and conceptual MRWI estimates prepared by the District. Consultant will identify requirements for the operations, maintenance and management of proposed facilities associated with the Flatford Swamp alternatives. Facilities could include, but not be limited to, the Flatford Swamp storage facility, raw water pumping and transmission system, and water treatment facilities. Mosaic, instead of the Consultant, may choose to determine associated capital, operating and maintenance costs for Mosaic's internal transfer of water from the delivery point to the point of reuse. The following items will be identified and addressed during this feasibility study:
 - 3.3.5.1.1. Capital costs including design, permitting, and construction of pipes, pumping, treatment, storage facilities, and any other equipment, as well as any necessary right-of-way acquisition, etc.;

- 3.3.5.1.2. Preliminary staffing requirements anticipated for operations, maintenance and management of new/modified system facilities;
 - 3.3.5.1.3. Expected electrical power and chemical costs to operate the system;
 - 3.3.5.1.4. Estimated pump repair and replacement schedules and costs;
 - 3.3.5.1.5. Estimated pipeline repair and replacement schedules and costs; and
 - 3.3.5.1.6. Cost estimates to inspect, monitor, and maintain a storage reservoir.
 - 3.3.5.1.7. Upon completing initial estimates, the Consultant will prepare a technical memorandum detailing the six (6) cost elements listed above; additional costs not included in the above categories, if any; the level of precision in the estimates (e.g., $\pm 20\%$); and cost sensitivities (e.g., the influence of oil prices on high density polyethylene pipe). The Consultant will then review the cost estimates at a meeting with the District and Mosaic.
- 3.3.5.2 Alternative Recommendations - Using information obtained during previous tasks, prepare recommendations for Mosaic's use of excess water from the Flatford Swamp. A weighted analysis will be conducted and will consider permitting, capital costs, operation and maintenance costs, implementation challenges, potential environmental SWUCA benefits, Flatford Swamp restoration goals, and impacts to Mosaic operations.
- Upon completing the alternatives evaluation, the Consultant will prepare a technical memorandum that concisely identifies the benefits and disadvantages of each alternative. The Consultant will then orally present its findings to the District and Mosaic.

3.3.6 Feasibility Report

- 3.3.6.1 Draft Flatford Swamp - Phase 2 Feasibility Study Report - Prepare a draft Flatford Swamp - Phase 2 Feasibility Study Report to incorporate the results of the analyses and evaluations performed in previous tasks. The report will include recommendations for alternatives that warrant further investigations for potential implementation. Two (2) hard copies and one (1) electronic version of the draft report will be submitted to the District and Mosaic for review. The Consultant will orally review the draft feasibility study report with the District and Mosaic.
- 3.3.6.2 Final Flatford Swamp - Phase 2 Feasibility Study Report - Address comments from draft report and incorporate into final report. Prepare comments/response letter to ensure that comments have been addressed for final report. Two (2) signed and sealed copies of the final report will be submitted to the District and Mosaic, along with two (2) CD-ROMs with the PDF electronic version of final report.

3.3.7 Project Management and Coordination

Consultant will develop project documents that will include project setup, project schedule, project management plan, and subcontract agreements. Consultant will provide monthly status reports of project progress to accompany monthly invoices for project administration.

- 3.3.7.1 Project Management - During the feasibility study, the District, Mosaic, and/or the Consultant may identify data gaps that limit the evaluation of the viability of one or more options in terms of the potential to develop the project and/or to accurately estimate the capital, operating, or maintenance costs. The District and Mosaic will be responsible for determining whether a supplemental work authorization is needed to fill the identified data gap and the procurement procedures for such data collection.
- 3.3.7.2 Project Coordination - Consultant will prepare for and coordinate meetings associated with the project. Agendas will be prepared and meeting minutes will be provided to attendees. Meetings will include: (1) Project kickoff meeting with the District and Mosaic; (2) Interim deliverables and presentations for the District and Mosaic to be conducted at the conclusion of tasks, as described above; (3) Draft report review meeting with the District and Mosaic; and (4) Status meetings with the District and Mosaic that are anticipated to occur once

every two (2) months. Anticipate nine (9) presentations will be given to the District and Mosaic.

3.4 WORK PRODUCTS REQUIRED. The Consultant will provide analysis, interpretation, cost estimating, preliminary design, field work, water quality testing, recommendations in written and oral format, technical memorandums, presentations, modeling, and GIS mapping as necessary to complete the scope of work.

3.5 PERFORMANCE SCHEDULE. Project duration is estimated at approximately one to one and a half years depending on size and complexity of data gaps

3.6 PERFORMANCE REQUIREMENTS. The District is a public sector, government agency, responsible for ensuring that its funds are expended wisely, in the best interest of the citizens of the State of Florida. The District therefore, will require adherence to the following performance requirements:

3.6.1 The Consultant will exercise effective cost controls and operational efficiency measures.

3.6.2 Authorized travel expenses incurred while performing work-related tasks associated with District contracts will be reimbursed according to Section 112.061, F.S.

3.6.3 Surcharges on sub-consultant charges will not be reimbursed.

3.6.4 Any change in subconsultants or personnel, included as members of the project team in the Consultant's response to this RFP, must receive written authorization from the District.

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS. Any contract resulting from this RFP will require the successful Consultant to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

4.1.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including watercraft liability as applicable, with the following minimum limits and coverage:

Minimum Limits \$1,000,000 per occurrence

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

Bodily Injury Liability per Person \$100,000

Bodily Injury Liability per Occurrence \$300,000

Property Damage Liability \$100,000

or

Combined Single Limit \$500,000

4.1.3 The District and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the District's interests arising from the contract.

4.1.4 The Consultant must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable (navigable waters). If the Consultant does not carry workers' compensation coverage, the Consultant must submit to the District both an affidavit stating that the Consultant meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

4.1.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).

4.1.6 The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Consultant's insurance policies.

- 4.1.7 The Consultant must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFP. Such notification must be provided to the District within five (5) business days of the Consultant's notice of such cancellation or change from its insurance carrier.

PART V - EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS.** Timely submitted proposals will be evaluated by three (3) representatives of the District and two (2) Mosaic representatives. Each representative will score each proposal by the criteria described in Section 5.2 below.

- 5.2 EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

NO COST EITHER HOURLY OR OTHERWISE IS TO BE SUBMITTED.

<u>Category</u>	<u>Point Range</u>
Organization Profile and Qualifications	<u>0 - 32</u>
Ability to furnish the required services (10) / Performance history on similar projects (12_) / Recent, current and projected workload (3) / Willingness to meet time and budget requirements (7)	
Technical and Management Approach	<u>0 - 33</u>
Project goals and objectives clearly understood (8) / Quality, creativity and depth of proposal (13) / Commitment of staff and resources (7) / Project management, controls and communications (5)	
Project Team Qualifications	<u>0 - 32</u>
Ability of professional personnel (10) / Past performance with similar projects (17) / Relevant education and training (5)	
Volume of Work	<u>0 - 3</u>
Volume of work previously awarded	
<u>Points</u>	<u>Dollar Volume</u>
3	0 - 200,000
2	200,001 - 400,000
1	400,001 - 600,000
0	600,001+

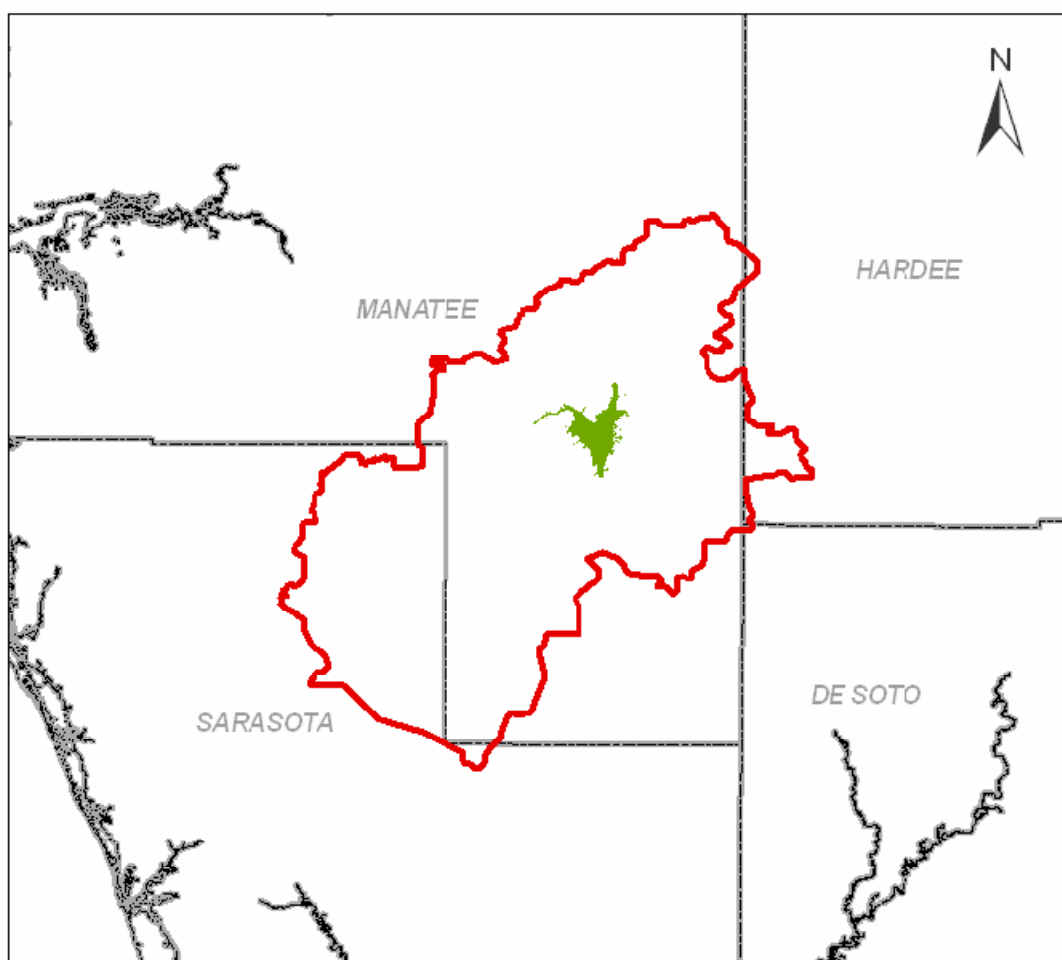
- 5.3 FINAL SELECTION.** Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total score based upon the rankings.

In the event of a tie, the raw scores will be totaled and the successful Respondent will be the Respondent with the highest cumulative raw score.

The District will negotiate a contract with the highest ranked Respondent at compensation which the District determines is fair, competitive and reasonable. The cost of the required services and the scope and complexity of the said services will be considered in making this determination. If the District is unable to negotiate a satisfactory contract with the highest ranked Respondent at a price the District determines to be fair, competitive and reasonable, negotiations with that Respondent will be terminated and the District will undertake negotiations with the Respondent having the second highest rank. Failing accord with the Respondent having the second highest rank, the District will terminate negotiations and undertake negotiations with the Respondent having the third highest rank.

The District anticipates that on, or shortly after August 10, 2011, the *Notice of Decision will be posted on the District's Internet web site* (<http://www.watermatters.org/procurement>) and at 2379 Broad Street, Building No. 2, Room 242, Brooksville, Florida 34604-6899, and that negotiations, as stated above, will begin shortly thereafter.

FIGURE 1



Upper Myakka Watershed and Flatford Swamp Location



FIGURE 3

RFP 005-11 Flatford Swamp Hydrologic Restoration Feasibility Study

MRWI Scientific Reports:

1. Task 2.2.8 - Historical and Future Conditions Modeling Technical Memorandum, <http://www.swfwmd.state.fl.us/projects/myakka/>, Myakka River Watershed Initiative.
2. Task 2.4.6.1 - Evaluation of Flatford Swamp Flow Diversion Scenarios (Final Report) <http://www.swfwmd.state.fl.us/projects/myakka/>, Myakka River Watershed Initiative.
3. Water Budget Model Development and Calibration (Final Report) <http://www.swfwmd.state.fl.us/projects/myakka/>, Myakka River Watershed Initiative.