



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS

WORK ORDER CONTRACT

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 bid packages may be dropped in the B-1 Building Lobby, 1 st Floor		Number: 6000001498 Issue Date: February 9, 2024
Title: GROUND APPLICATION SERVICES Purpose: The purpose of this RFP is to solicit technical and cost proposals from qualified Respondents in order to obtain the services of multiple contractors with the required license, skills, knowledge and experience to provide crews, equipment, herbicide and supplies for treating aquatic, wetland and terrestrial vegetation, and harvesting and planting vegetation. Vegetation will be treated in natural areas within the boundaries of the District, on District lands or those of agency partners, including the Water Conservation Areas and Lake Okeechobee. Treatment will occur in canals, on levees and around structures of the Central and Southern Florida Flood Control District, as well as the interconnecting Kissimmee and Alligator chain-of-lakes. Resulting contract(s) will be work order contracts with no minimum amount of work guaranteed and will be issued for a three-year period with two one-year renewal options. A more complete description of the technical requirements is shown in Part 4 of this RFP.		
Inquiry Period: February 9, 2024 – March 1, 2024 Inquiries will be received between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquiries to: Procurement: Lorenzo Valdes, Contract Specialist Telephone No: (561) 682-2152 E-Mail: lovaldes@sfwmd.gov Note: All technical inquiries must be submitted in writing via E-Mail.	
Deadline For RFP Submission: MARCH, 11, 2024 - 2:30 P.M. 1 Original and 1 Electronic Copy (USB) 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) 682-2011 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.		
AN OPTIONAL PRE-PROPOSAL CONFERENCE WILL BE CONDUCTED ON: FEBRUARY 29, 2024 10:00 A.M.	Scheduled Conference will be conducted at: B-1 3B Bridge Conference Room 3301 Gun Club Road, Bldg. West Palm Beach, FL 33406 Prospective Respondents are invited to attend	
This RFP is Comprised of a Response Checklist and 4 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Evaluation Criteria and Standards Part 4. Statement of Work	Attachments: 1. Sample Contract 2. Insurance Requirements Checklist	

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.

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

"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.

"Work Order." Authorizing document issued under a Work Order Contract for specific work which falls within the scope of the Contract, with encumbrance of funds occurring upon execution of the Work Order.

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 safeguard and restore South Florida's water resources and ecosystems, protect our communities from flooding, and meet the region's water needs while connecting with the public and stakeholders.

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 & STATEMENT OF NO SUSPENSION

The Compliance Disclosure Form and Statement of No Suspension 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 all four (4) pages of the *Compliance Disclosure Form* and *Statement of No Suspension Form* are not submitted as part of the Respondent's Proposal package, are altered in any manner or is not fully completed, the Respondent will be deemed non-responsive to the Solicitation requirements (refer to Part 2). The *Compliance Disclosure Form* and *Statement of No Suspension Form* is attached as, Tab A to the *Solicitation Response Forms* section 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, Florida Statutes or section 287.134, 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 SCRUTINIZED COMPANIES

Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. The Respondent further understands and accepts that any Contract issued because of this Solicitation shall be subject to 287.135, Florida Statutes, and subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Respondent.

1.7 ANTITRUST VIOLATIONS

Respondent certifies that it is not listed on the antitrust violator vendor list. The Respondent further understands and accepts that any Contract issued because of this Solicitation shall be subject to 287.137, Florida Statutes, and subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Respondent.

1.8 LOBBYING

Respondents or its agents may only contact the Contract Specialist identified on the cover page of this Solicitation regarding any issues arising out of this Solicitation, including but not limited to the selection process, negotiation, and award. The Respondent or its agents must not contact any other District employee, board member, or agent. This provision applies from the release of the Solicitation through the end of the 72-hour period following the District posting of the notice of intended award. If a Respondent or its agents violate this provision the District may reject their response.

1.9 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7.218 Florida Administrative Code, 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 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 because 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.

1.10 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 based on 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.

1.11 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 submitted 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, select Current Solicitations/Contract Opportunities Calendar)

1.12 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.

1.13 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, select Current Solicitations/ Contract Opportunities Calendar) at least seven (7) calendar days before the deadline for Response submission. The District may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/Contract Opportunities Calendar).** All addenda placed on the District's web site can be downloaded.

1.14 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this Solicitation and/or re-advertise and re-solicit at any time if the District determines it is in its best interest.

1.15 SOLICITATION DOCUMENTS

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

The formal written protest shall be filed within ten (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 the applicable section of Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security must 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 (email) with the Clerk's Office at clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email 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 email 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.

1.16 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 the District may make minor deviations to the sample contract. **The District will not consider any changes to Contract terms and conditions.**

1.17 DEVELOPMENT COSTS

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

1.18 TAX EXEMPT STATUS

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

1.19 RESPONSE SUBMISSION AND OPENING

All Responses shall be submitted in a sealed envelope(s) or box(es) 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 packages may be dropped in the B-1 Building Lobby, 1st Floor, 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 RFP 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) 682-2011 before the opening time of the Responses. The District will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.20 ASSIGNMENT OF RESPONSE

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

1.21 WITHDRAWAL OF RESPONSE

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

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent Contract negotiation.

1.22 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 2, Tab A), and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the District, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of the Respondent, the District shall advise the Respondent of such request and it shall be the Respondent'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 party requesting the public records.

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 1.23 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 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 twelve (12) months after the initial agency notice rejecting Responses.

1.23 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 (1) Proposal (provided however that for RFP's contemplating more than one (1) 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 4.

1.24 WRITTEN PROPOSAL EVALUATION ORAL PRESENTATIONS

The selection committee members will independently score the written responsive and responsible Proposals based on 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 may 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. The sum of the written evaluation and oral presentation scores will be used to determine the ranking of Respondents by each

committee member. The relative rankings by each committee member will then be combined to determine the final rank order.

1.25 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 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.

1.26 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, select Official Awards). 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 seventy-two (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 ten (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 the applicable sections of Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security must 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 (email) with the Clerk’s Office at clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email 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 email 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.

1.27 CONTRACT AWARD

The District anticipates the award of multiple Contracts, but reserves the right to not 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 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.

1.28 USE BY ANOTHER FLORIDA GOVERNMENTAL ENTITIES

This solicitation and resulting contract(s) may be requested for use by other government entities pursuant to the terms and conditions of the contract. Respondent may provide services to these governmental entities which include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

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

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 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 (1) 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 1.19 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 and for more information)
- (3) Statement of No Suspension Form

Tab B. Responsibility Documentation

The District shall review each Proposal for responsibility in accordance with the following conditions. If, at the time of bid submission, a Respondent fails to produce evidence to demonstrate compliance with each of the conditions noted below, the Respondent shall within three (3) business days of notification by the District produce evidence that such documentation was in effect at the time of Proposal submission. If the District does not receive such evidence within this timeframe, the District shall deem the Respondent non-responsible for this Solicitation and its Proposal will not be considered for further review.

- (1) *Minimum License Requirements*

The Contractor shall be required to maintain a minimum of three (3) Licensed Supervisors for the contract. Each Licensed Supervisor shall possess and maintain a valid Florida Department of Agriculture and Consumer Services certification in the Aquatics and/or Natural Areas categories.

(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 *Solicitation Response Forms* section (Exhibit "H" of the sample Contract) 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 the *Solicitation Response Forms* section (Exhibit "H" of sample Contract) Insurance Requirements, attached to this Solicitation.

Supplemental Responsibility Review

(3) The District must receive from the Respondent, upon request, the name and qualifications of the subcontractors and other persons and organizations, including those who are to furnish items of work. The District shall consider the qualifications and experience of the subcontractors and other persons and organizations (including those who are to furnish items of work). Performance data may also be considered by District. If the District has reasonable objection to any proposed subcontractor, other person or organization, the District may request the respondent to substitute the subcontractor before contract execution, and request that the Respondent submit an acceptable substitute without an increase in price. If the Respondent declines to make any such substitution, the contract may not be awarded to the Respondent at the District's sole discretion. District does not waive any right it may have against the contractor because of the actions or omissions of said subcontractor, or other person or organization.

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

The District will review (for all corporations or partnerships) the Respondent's corporate status and good standing with the Florida Secretary of State based on the information provided in the *Compliance Disclosure Form* (refer to *Solicitation Response Forms*, 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.

(5) References

The Respondent must submit project references to demonstrate it has a minimum of three (3) years' experience in the herbicide treatment of aquatic, wetland and terrestrial vegetation.

'Client Reference' forms are attached to Part 2, Tab B1 of this Solicitation for completion by the Respondent. Respondents should provide five (5) client references. Of the five (5) references provided, three (3) must be verifiable and accepted by the District.

For references, Respondent shall provide the client name, client phone number, and client e-mail address. Respondent shall describe the projects in sufficient detail as they directly relate to the work of this RFP.

The District shall have, at its sole discretion, the ability to determine the suitability and relevancy of the provided references and may reject any and all Responses based on the references provided.

If the 'Client Reference' forms attached to this solicitation are not utilized, the Respondent shall provide identical information requested by the District for evaluation purposes.

Note Regarding References:

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

(6) Past Performance Records – District Projects

The District will review past performance records within the past 5 years for District projects on file when making a determination of responsibility. If the Respondent has previously performed work for the District, the Respondent's final performance evaluation, on the last project Respondent performed for the District, must recommend Respondent for future contracts.

Note to Items (5) and (6) above: In the event the Respondent has performed similar work for the District, the District shall have the option to telephone references or not to telephone references submitted and rely on District past performance records only.

(7) Key Compliance

The District will review Respondent's key authorization records for past District projects. The District will consider the Respondent's outstanding and/or repeated loss of keys when making a determination of responsibility.

(8) Identification Badge Compliance

The District will review Respondent's compliance to safeguard District identification badge in past District projects. The District will consider the Respondent's repeated loss of identification badge and/or failure to return identification badge upon completion of work or termination of its contract/purchase order when making a determination of responsibility.

(9) 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;
- State of Florida's Scrutinized List of Prohibited Companies;
- State of Florida's Antitrust Violator Vendor List in accordance with Section 287.137, Florida Statutes;
- District's Suspension List for material breach of a District Contract in accordance with Rule 40E-7.218 Florida Administrative Code

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.

(10) 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 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.

(11) 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.

(12) Minimum Requirements

The Respondent shall meet the following minimum requirements:

a. Experience

1. The Respondent must have three licensed supervisors with at least eight (8) cumulative years of Licensed Supervisor experience.

b. Equipment

Each Contractor is required to provide all necessary equipment for communication and transport, as well as secure onsite storage for herbicide. Equipment shall be clearly and visibly identified while on district property, mechanically sound and capable of operating safely. Equipment shall be verified by the District via photographs submitted with the proposal and/or site visits. Respondents with insufficient equipment or experience may be deemed non-responsible by the District.

1. Each Respondent must be able to provide at least three (3) road vehicles for herbicide application or transport of trailered equipment. The Respondent shall provide evidence of vehicle ownership such as bill of sale documentation. (Respondent-Provided Equipment List)
2. Each Respondent must be able to provide a minimum of three (3) off-road vehicles or vessels, which may consist of airboat, boat, swamp buggy, ATV, amphibious ATV or similar vehicles. Equipment size, impacts to natural resources and infrastructure, and efficiency will determine if a particular piece of equipment may be utilized. The Respondent shall provide photo evidence of vehicles. (Respondent-Provided Equipment List)
3. Each Respondent must provide one (1) GPS unit per Licensed Supervisor, UTM (Universal Transverse Mercator) compatible, a minimum of 10-meter accuracy. The Respondent shall provide type and model. (Respondent-Provided Equipment List)

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) New innovations for applying herbicides more efficiently which results in less herbicide used while still achieving good results.
- (2) Statement of the proposed work objective and scope.
- (3) Methodology and rationale for the proposed approach.
- (4) Proposed work plan and project management strategy.
- (5) Quality Assurance and Quality Control.
- (6) Availability chart of all individuals proposed for services by the prime Respondent and each team member (subcontractors and/or subconsultants).
- (7) Qualifications of the prime Respondent and proposed sub-contractors for subconsultants, including a summary of each firm's history, experience and staffing resources.
- (8) 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.
- (9) For all team arrangements (subcontractors and/or subconsultants or joint ventures), provide 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 (Tab A).

Note 1: The prime Respondent must perform a minimum of twenty-five percent (25%) of the work specified in Part 4. 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.

Tab D. Cost Proposal

The Respondent shall state clearly the total proposed cost and the reasons justifying why the proposed approach would be the most cost-effective approach for the District. All pricing shall **exclude** sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes. The sample Contract attached to this Solicitation indicates the type of Contract anticipated by the District.

Respondents should include in their price response a summary cost breakdown by task/subtask description and a proposed deliverable/payment schedule for the prime Respondent and each subcontractor and/or subconsultant team member. A sample spreadsheet is attached as Tab D of the *Solicitation Response Forms*.

Respondents should specify all other estimated costs which have not otherwise been included in the categories above or in the project loading chart described in Tab C, *Technical Proposal* (e.g., travel, equipment, computer hardware/software). Provide the basis for pricing (i.e., methodology and estimates used). List any items of equipment or other resources that will be provided by the Respondent.

Note: Prior to any Contract award, the District will verify the accuracy of the proposed breakdown by requesting the following information from the successful Respondent:

- Copies of payroll records and the payroll compensation structure by labor classification for all individuals proposed by both the prime Respondent and each subcontractor and/or subconsultant team member.
- Indirect cost rate information from a state/federal agency (audited rates) or from a third party certified public accountant, as appropriate. The District may request additional budgetary data to provide a basis for evaluating the reasonableness of the propose rates.

**PART 3
EVALUATION CRITERIA
WRITTEN PROPOSALS**

Maximum Points Available (Total 100)	EVALUATION CATEGORIES			
Scoring for the Technical Category will be based on Selection Committee Evaluation				
90	Technical	Maximum Score Possible per Factor	Weight Assigned	Maximum Points Possible per Factor
	• New Innovations for less herbicide use with similar results	5	2	10
	• Proposed approach and methodology	5	3	15
	• Understanding of the scope of work	5	3	15
	• Staffing availability and workload distribution	5	3	15
	• Qualifications/experience of firm and subcontractors with similar projects and with staff dedicated to project	5	4	20
	• Management capabilities	5	2	10
	• Quality Assurance/Quality Control	5	2	10
	• Reasonableness of Proposed Price	5	1	5

PART 3

EVALUATION/SELECTION PROCEDURES

RFP –WRITTEN PROPOSALS

Selection Committee

The District will appoint a committee consisting of at least five (5) 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, 3, or 4) 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 team 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 team 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 team 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 team have acceptable qualifications/experience to meet District requirements.
1	Marginal	Proposal demonstrates shallow understanding of requirements with an approach and/or proposed staff/team 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.

PART 4

STATEMENT OF WORK

GROUND APPLICATION SERVICES

I. Introduction/Background

The South Florida Water Management District (District) has managed vegetation for over 45 years. The District is responsible for managing invasive and nuisance vegetation—both aquatic and terrestrial—in all or parts of 16 counties in central and southern Florida, an area of approximately 16,100 square miles (see map, Attachment 1). Invasive species are species that are nonnative to a specified geographic area, were introduced by humans (intentionally or unintentionally), and do or can cause environmental or economic harm or harm to humans. Nuisance vegetation includes plants that cause management issues, property damage or present a threat to public safety. The District manages invasive and nuisance vegetation across approximately 2,175 miles of canals, 2,130 miles of levees/flood control berms, over 864,000 acres of Everglades Water Conservation Areas, 237,200 acres of conservation lands, 196,600 acres of restoration project lands and over 98,000 acres of Stormwater Treatment Areas (STAs), reservoirs and flow equalization basins. In cooperation with partner agencies, the District occasionally manage invasive and nuisance vegetation on approximately 500,000 acres of public lakes.

Contractors are utilized for the management of vegetation through Ground Application Services agreements. A variety of methods are used by both District staff and Contractors to control vegetation. These methods are typically utilized using an integrated approach to improve control results while minimizing non-target impacts. Methods used by the District include cultural, biological, mechanical, and chemical control. The judicious and careful use of herbicides is just one tool used by the District to control invasive and nuisance vegetation within its integrated pest management strategy. Under some circumstances, desirable vegetation is planted following the treatment of invasive and nuisance species and other methods may compliment the use of herbicide.

Work Orders (WO) vary in scope, size and timeframe. Crew size and duration may vary between projects. Some tasks may need to be completed during a short period of time while others require year-round services. The majority of WOs are structured as Time and Material Agreement (TMA) WOs, though in some cases the District may utilize Fixed Price Agreement (FPA) WOs.

The District's Vegetation Management Section (VMS) serves as the Project Manager for issued ground services contracts, which are utilized by numerous business areas across the District. Each WO will have a Site Manager who determines the goals and objectives for a specific WO. The VMS Project Manager will facilitate the interaction between Site Managers and Contractors and between Site Managers and District Procurement personnel. The VMS Project Manager is also responsible for processing the associated documentation for each WO. The Site Manager is the primary contact once work has commenced. A Site Manager may be from a variety of District business areas, including but not limited to Field Stations, Land Stewardship Section, or VMS.

Contractor compliance with all laws (State and Federal) and permits is required. Failure to comply may result in immediate termination. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES). As such, the VMS approves all plans for herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

The District works cooperatively with other government agencies on vegetation management activities. Our primary partner is the Florida Fish and Wildlife Conservation Commission's (FWC) Invasive Plant Management Section, to conduct work in natural areas. The District may collaborate with the US Army Corps of Engineers (ACOE) or FWC's Aquatic Plant Management Program on several lakes including within the Kissimmee Chain of Lakes and Lake Okeechobee. Additionally, we coordinate vegetation management activities with U.S. Fish and Wildlife Service (FWS) in Water Conservation Area 1 (WCA1) and with Miami-Dade County. The District may also collaborate with additional partners on a variety of projects to meet vegetation management goals.

II. Objectives

The District's primary vegetation management objective is the control of invasive and nuisance vegetation within its land and water resources and those of our partners to meet our water management and natural resource protection goals. Each project site may have different mandates or objectives. While it is preferable that all invasive and nuisance vegetation be managed on a site, unique priorities and resources ultimately determine the species to be treated for each WO. This contract will primarily utilize ground herbicide application services to achieve these goals.

III. Scope of Work

Official invasive plant lists are typically used to determine priorities, including but not limited to:

- Federal Noxious Weed List www.aphis.usda.gov/plant_health/plant_pest_info/weeds/downloads/weedlist.pdf
- The Florida Invasive Species Council List of Invasive Species <https://floridainvasivespecies.org/plantlist2019.cfm>
- Florida Noxious Weed List www.flrules.org/gateway/ruleno.asp?id=5B-57.007&Section=0
- Invasive Plant Atlas of the United States <https://www.invasiveplantatlas.org/>
- Florida Plant Atlas <http://florida.plantatlas.usf.edu>

To limit the establishment or spread of a new species that has the potential to become a widespread invader, the District may also target species that it has designated as Early Detection, Rapid Response (EDRR) priorities. Typically, these species are also identified by the University of Florida's Assessment of Non-native Plant Tool as having a high invasive probability (<http://assessment.ifas.ufl.edu/>). The Florida Plant Atlas <http://florida.plantatlas.usf.edu> is used as general guide as to the nativity of a species.

The District has eight Field Stations that implement day-to-day field operations to manage restoration progress, flood control and water supply infrastructure. Flood Control infrastructure is of critical concern and a top priority for the District. Levees must be maintained in accordance with ACOE standards <http://www.usace.army.mil/Missions/CivilWorks/LeveeSafetyProgram.aspx>.

To comply with mandates, levees must be free of woody vegetation and priority invasive species while other vegetation must be maintained with ample coverage, but low height, to facilitate infrastructure inspections. The Field Stations must also maintain water conveyance capacity in District canals, so control of invasive and nuisance vegetation—both submersed and/or floating aquatic plants—is critical to the District's mission.

The District operates and maintains many STAs, which use wetland nutrient cycling processes to improve surface water quality. Each STA is subdivided with internal levees into surface water flow-ways, and each flow-way is further divided into "cells". Each cell has unique vegetation management needs, which are tied to specific nutrient removal goals. Some cells are managed for emergent species dominance (e.g. cattail), while in others Submerged Aquatic Vegetation (SAV) with limited emergent vegetation is encouraged. Occasionally, there is a need to convert vegetation from one type to another using standard vegetation management tools. Additionally, desirable vegetation (emergent or SAV) may be harvested from one area and replanted within another area. Vegetation management objectives in the STAs are frequently adjusted, and a Contractor must be flexible to help meet these objectives. Disturbances from airboats and other equipment can significantly reduce STA water quality performance, both short- and long-term. Contractors operating within STA's will be provided detailed access protocols designed to limit vegetation and soil disturbances.

The District manages different types of natural areas, including large tracts of Everglades habitat within the Water Conservation Areas (WCAs), a variety of conservation land, mitigation areas, and "project land" parcels purchased for future restoration projects. Many of these natural areas are remote and isolated. While many sites may have upland components, they typically contain wetland habitats. Some areas are managed cooperatively with other organizations. The ultimate goal for these properties is to reach "maintenance control" of the target species. Maintenance control involves the integration of control techniques in a coordinated manner on a continuous basis to

maintain invasive populations at the lowest acceptable level. The District typically integrates herbicide control with other activities such as prescribed fire and biological controls when working in natural areas.

A variety of invasive and nuisance species, including terrestrial and aquatic plants representing a variety of growth forms (i.e., trees, vines, shrubs, forbs and grasses), may be controlled by herbicide application. Contractors shall treat a wide variety of invasive plants including those that are common (Brazilian pepper, melaleuca, climbing ferns, and cogon grass) and those that are regionally specific or obscure (e.g., simpleleaf bushweed–*Flueggea virosa*). Additionally, natural areas serving as mitigation sites or under other permits will have regulated treatment mandates with specific species emphasized for control.

The District continues to evaluate and adopt new vegetation management technologies, equipment, and methodologies to improve herbicide use efficiency and control outcomes. The Contractor should be prepared to propose and/or adopt innovations for applying herbicides more efficiently, which results in less herbicide used while still achieving acceptable results.

The District engages in a variety of other atypical vegetation management activities. Some of these activities may require detailed manual plant removal or higher-precision herbicidal control occasionally near sensitive infrastructure such as environmental monitoring sites or water control structures. Treatments may also be needed on small sites such as the District headquarters pond. The District manages impoundments for water storage. These features are managed for invasive and nuisance vegetation to a lesser degree. Planting and maintenance of planted areas may also be required at sites other than STAs. In these cases, the contractor may be required to install purchased plant material and maintain control of invasive plants to protect newly planted vegetation.

The District will solely determine whether a WO follows the TMA or FPA model. Generally, FPA model will be used when there is little ambiguity and target species, control methods, herbicides and objectives are well defined. FPA's may be utilized for natural areas or those with small geographic scope. Within a single WO using the FPA method, the treated area may be divided into multiple phases and may have a single or multiple deadlines for completion.

TMA's will typically be utilized for those WOs requiring flexibility with the Contractor and/or there is uncertainty with the extent of the target plant(s) abundance or other factors affecting WOs scope. The District typically uses TMA's including for floating plant infestations, which frequently move and rapidly change in numbers. TMA's may also be utilized for herbicide trials that require more detailed data collection, herbicide mixing, plot measurements or other tasks. TMA WOs require the Contractor to have increased flexibility within the scope of a WO.

Invasive and nuisance vegetation control strategies and controlled species may vary by project site type. Below is a non-comprehensive overview of those areas:

- **Field Station/Flood Control infrastructure.** Treatment typically occurs using boats or trucks with spray guns and/or booms using a foliar application method. Submerged treatments may also require injection of herbicide into the water column which may require use of multiple weighted hoses. Canals are treated to maintain the water column free of SAV that may disrupt water conveyance. Common SAV species include, but are not limited to, hydrilla and hygrophylla. Canals are also treated to control floating plants including but not limited to, water lettuce, crested floating heart, and water-hyacinth. Plants that extend from the bank into the water column are also treated; examples include *Rotala* and torpedograss. Levee and canal banks are treated to control woody and broadleaf vegetation, to promote grass cover, and maintain vegetation at low heights to facilitate levee inspections. When treating vegetation on banks and levees, it is critical that non-target vegetation is not killed; large areas of bare ground promote potentially dangerous soil erosion and causes the levee to be out of compliance with federal levee vegetation specifications. Treatment of target vegetation may occur around structures, culverts and riprap.
- **Storm Water Treatment Areas** – Invasive and nuisance vegetation within the STAs are typically treated from airboats using a foliar application method. Controlled vegetation species include, but are not limited to, water lettuce, water-hyacinth, primrose willow, Carolina willow, cattail, and hydrilla. Emergent species

such as giant bulrush and cattail may also be planted in STAs or various seeds may be collected for later plantings.

- **Natural areas.** Natural areas may involve several to thousands of acres. Herbicide application is typically done by using backpacks or spray bottles or with spray equipment on vehicles or watercraft. Small plants may also be required to be hand pulled. Natural area plant community types include sawgrass marshes, open water sloughs, tropical hammocks, Everglades tree islands, pine flatwoods, cypress swamps, mangrove forests, and others. Within these areas there may be a wide variety of invasive plants species. Examples of the most common species include Brazilian pepper, climbing ferns, cogon grass, West Indian marsh grass, downy rosemyrtle, shoebutton ardisia and melaleuca. Natural area treatments are often integrated with other land management activities such as prescribed fire, hydrological restoration, and mechanical and biological controls.

Application of herbicides is conducted using a variety of techniques. The equipment and methodologies vary depending on site conditions, target plant species (factors such as the plant's size and growth habit), target plant abundance, and other factors. Herbicide spray equipment typically includes a spray tank, hose, and nozzle or boom and can utilize high volume spot or broadcast treatments. Watercraft used for aquatic vegetation control or bank vegetation management may include injection systems instead of a spray tank. Application equipment may also be mounted on a variety of vehicles or watercraft including flat-bottomed boats, airboats, Argos, trucks, ATV's, or swamp buggies. The type of equipment needed will be determined by the scope and site conditions of each WO. The type of required equipment may change during the course of a WO if environmental conditions change.

Typically spray boat/truck applications will involve one applicator. However, two or more staff may be required in special circumstances (e.g., long hose applications in difficult access areas). Other application techniques typically in natural areas may include low volume backpack foliar broadcast or "spot" treatments, cut stump treatments, frill or girdle (hack-and-squirt), basal, and "poodle cutting" vining plants, which requires cutting prior to application of herbicide. Typically, applications are done with backpacks, spray bottles, or with hoses associated with tanks on vehicles.

The Site Manager will determine crew size (number of applicators/laborers) to ensure the most efficient use of resources. Optimal crew size varies with the number of different target species, plant abundance, terrain, and other factors. For example, where plant density is low or species variety is diverse, Site Manager may prescribe a small crew (roughly five laborers per licensed supervisor/crew leader) for the WO. Alternatively, the Site Manager may request many laborers per licensed supervisor when there are only a few target species and target plant density is high. Regardless of crew size, they shall work in a systematic manner and treat all target plants within the WO area.

Some WOs will require installation of desirable plant material. Typically, planting activities involve harvesting plants from donor sites, relocating plant material, and planting at revegetation sites. Typically, crews manually harvest SAV (commonly naiad) with a rake or emergent plants (commonly cattail, alligator flag and giant bulrush) with shovels. The contractor shall transport harvested plants to a specified revegetation site and install plants at specific locations and densities in accordance with Site Manager's specifications. Typically harvesting and planting is done in standing water. Other planting tasks may use provided plant material in liners, pots, or bare root. A licensed supervisor is not needed for harvesting and planting oversight.

Occasionally, crews will collect seed. Crews may collect seed of desirable plants for future use. These seeds are collected and provided to the site manager. On other occasions seeds are collected from invasive species (e.g. Wright's nutrush—*Scleria lacustris*) to control the species. The Contractor must dispose of the invasive seeds in a designated landfill.

Treatment intervals vary based on site needs and resources and will be determined by the Site Manager. Treatment interval strategies may include the following:

- Fast growing aquatic plants are treated on a continual basis in canals, lakes and STAs. Maintaining floating plants at low levels is more cost-effective than treating after large infestations develop.

- Some vegetation treatments are done on cycles, typically on quarterly or semi-annual intervals. Cycle treatments are most used on banks and levees where undesirable woody vegetation frequently establishes. Some cycles may shift due to an especially wet or dry season, but there is typically a set number of applications per year.
- Treatments in natural areas are typically carried out annually until invasive and nuisance species are well controlled. Once maintenance control is achieved, re-treatment cycles typically switch to multi-year intervals. As treatment cycles are spread farther apart, it becomes more critical that the entire area is covered in a systematic way during each treatment.
- In some cases, treatments will occur within a narrow time period and on short notice to be successful. Typical reasons for this include site access constraints, rapid response to control reproductive (seeding) plants, and priority infrastructure maintenance/protection needs.

All herbicide applications shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels. Contractors shall ensure that staff have access to on-site printed labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides. The Contractor shall comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.

IV. Work Breakdown Structure

- A. The District shall provide the Contractor with information necessary to understand the specifications for each WO. Information provided to the Contractor will include, but not limited to:
 1. WO area maps and/or electronic spatial data
 2. AVATAR Schedule (Attachment 3) or FPA form (Attachment 4) that includes:
 - a. Required timeframe for work to occur;
 - b. Types of equipment permissible on the site;
 - c. List of species to be treated; and
 - d. List of acceptable herbicides and methods. (TMA only)
 - e. Other various project details
- B. Although the District may provide guidelines for the WO, discussion between the District and the Contractor is encouraged and any changes are at the discretion of the Site Manager. TMA WO's may also have changes made during the project.
- C. The Contractor is responsible for many aspects of the WO including planning, management of staff, execution of work as planned, and all quality assurance, quality control activities, safety, data collection, data entry and overall contract compliance.

1. Staffing

The Contractor shall provide skilled staff based on three staffing categories described in Appendix A.. A Site Manager will determine the staff categories required for each WO:

2. Safety

Safety and permit compliance are very important in the District. The District must comply with NPDES permit requirement which has very strict standards for the use and application of herbicides.

- a. The Contractor shall use herbicides in accordance with labels and comply with all other applicable State and Federal Laws.

- b. Contractor must be familiar with and abide by all NPDES requirements <https://plants.ifas.ufl.edu/manage/management-plans/npdes-and-aquatic-plant-management/> including: limiting discharge of effluent, monitoring pesticide applications, taking corrective actions when necessary, and following the approved AVATAR schedules provided.
- c. During the course of work, the Contractor shall not create hazardous trees that could later fall on structures, private property, utilities, fences, or into canals or rights of way
- d. The Contractor shall not damage or interrupt a utility.
- e. The Contractor shall not damage any structure or private property.
- f. The Contractor is responsible for all training and supplying staff with items needed to maintain a safe worksite as required by State and Federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), and identification of dangerous plants and animals.
- g. The District is not responsible for Contractor safety on or off the job. The Contractor shall comply with all provided District safety standards.
- h. The Contractor shall be responsible for all spills, including but not limited to herbicides and petroleum products, and the reporting of those spills. The Contractor is liable for all spill-related damages and site remediation regardless of which party supplied the spilled material.
- i. The Contractor shall report all adverse incidents, herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the Site Manager and Project Manager **immediately**.
- j. The Contractor shall be equipped to work in remote and isolated areas under harsh environmental conditions.
- k. The Contractor shall be responsible for protecting the environment and the public from herbicide and equipment misuse. Contractor must provide a protocol on actions they will take to protect the environment and the public from herbicide and equipment misuse.
- l. The District will immediately stop/pause operations if conditions or actions are believed to be unsafe or inappropriate for the site conditions.
- m. A written decontamination plan shall be submitted to the Project Manager annually. The Contractor shall clean equipment of all biological material and debris prior to arrival at the worksite and upon exiting. Communication of decontamination procedures and activities to the Site Manager is required prior to the initiation of projects. Site Managers may identify locations on site where decontamination activities are appropriate. Basic decontamination procedures include blowing, washing, scraping, and hand pulling biological material from equipment. Equipment ranges from personal protective equipment to large machinery. It is the minimum expectation that all tracks, tires, trailers, truck beds and radiators will be free of biological material in addition to any other areas prone to collections of such items, including small seeds. In addition to equipment, attire including shoes and boots should be free of seeds that may become lodged.

3. Equipment

- a. Equipment utilized on each project is at the discretion of the Site Manager.
- b. Each contractor may provide a type of premium equipment which is beyond the scope listed within the minimum requirements. This may include items that are rarely used or more costly to acquire or operate (e.g., Sherp water truck). This type of equipment is not required and will not be frequently utilized.
- c. Equipment/vehicles/trailers shall not be left onsite unless arranged in advance with the Site Manager. The District is not responsible for equipment or herbicides stored on District property. In the event of anticipated severe weather all equipment must be removed from District property.
- d. The District will provide tracking equipment to include a flow sensor/trigger switch and GPS Logger/transmitter unit for all high-volume application equipment that the contractor shall install, maintain and operate.
- e. Vehicles with a spray system may include, but are not limited to, spray boats, buggies, and trucks. Spray activities may include direct injection or tank systems.
- f. Each contractor must provide one (1) cellular phone per Licensed Supervisor and Crew Leader/Applicator.

4. Access

- a. Many WO's will require the Contractor to access the site from District Rights of Way or gates. (See Exhibit A, Article 2.4 Access Keys, of the Sample Contract)
- b. The Contactor shall not impede access routes that would restrict vehicular access by the public, utilities or agency personnel without prior approval.
- c. Access routes may be provided by the District. Equipment/Vehicles will be utilized solely on the route(s) provided when one is provided to limit site disturbance.

5. Herbicides and Adjuvants

- a. The District may provide the Contractor with some/all of the necessary herbicides and adjuvants.
 - i. Field Station's will typically provide herbicides and adjuvants for their projects. When the District provides these products, all unused herbicides and adjuvants provided to the Contractor must be returned upon WO completion.
 - ii. When herbicide is not provided by the District, the Contractor must be able to provide sufficient herbicides and adjuvants necessary to complete all WO obligations within project timeframes. Herbicides and adjuvants shall be supplied to the District without additional price mark ups. Herbicides shall be purchased at the most competitive cost possible.
- b. All herbicides and adjuvants must be approved by the District's Vegetation Management Section prior to use. Some adjuvant ingredients are restricted within the STAs.
- c. Herbicides must be locked safely and securely stored by the contractor for the duration of the WO, no matter the supplier, whenever Contractor staff is not present.

- d. The Contractor is responsible for all aspects of herbicide use and storage. Herbicides must only be used and handled in compliance with the label(s).
 - e. Contractors shall monitor and record wind speed and direction. The Contractor shall follow the most restrictive wind law or policy when there are conflicting thresholds between laws/policies. Contractors shall follow all laws regarding herbicide wind restrictions including but not limited to the Florida Organo-Auxin Herbicide Rule 5 E-2.033 <https://www.flrules.org/gateway/ruleno.asp?id=5E-2.033>. Herbicide application shall not occur when wind speeds are greater than 10.0 miles per hour (mph) without District approval. The Contractor shall take all precautions to mitigate herbicide drift. The Contractor shall be aware of conditions that promote herbicide volatility and cease application if volatility is or becomes a concern.
 - f. The Contractor shall monitor dissolved oxygen (DO) when required by label. The contractor shall follow all label instructions related to DO. The Contractor shall not apply herbicides if DO is below three parts per million (3 PPM), unless preapproved by District staff and allowed by the herbicide label.
 - g. The Contractor shall post the use of herbicide when required by label or at the request of the District.
 - h. The Contractor shall submit a copy of their spill plan and application equipment maintenance plan annually.
 - i. The District shall request FDACS Bureau of Licensing and Enforcement to investigate potential herbicide misuse.
6. Coordination
- a. The Contractor shall not begin work without an executed WO (Exhibit I), AVATAR schedule and Daily Activity Log. Some WO's require a site meeting before herbicide application begins. The Contractor shall not begin herbicide applications prior to a pre-application site meeting if the meeting requirement is indicated on the Schedule.
 - b. For each WO, the Contractor shall designate a Licensed Supervisor to serve as the primary point of contact for the **duration** of a WO.
 - c. The designated Licensed Supervisor shall communicate regularly with the Site Manager additionally if needed/requested. This may include daily arrival and departure check ins.
 - d. The Site Manager must approve the Contractor's work schedule prior to beginning work. The Contractor will provide the Site Manager with the anticipated break schedule for TMA. Contractors typically have 10 hours of effective work time daily.
 - e. The Contractor is responsible for understanding WO objectives and the Site Manager's instructions. The Contractor shall request clarification or additional information when the intent of the WO or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project.
 - f. The Contractor shall plan and implement treatments using a systematic, efficient approach. Vegetation management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.

- g. Contractors will occasionally observe noteworthy conditions, activities, plants and animals, or other things in the field. Noteworthy observations include but are not limited to the presence of biological controls, nesting birds, rare species, additional non-native plants, non-native wildlife, hazardous site conditions, and evidence of illegal activities. The Contractor shall report all noteworthy observations to the Site Manager in a timely manner.
 - h. Contractors will occasionally interact with members of the public and note these interactions on their DAL in the comments section. If a member has specific or detailed questions, they should be directed to the Site Manager. The Contractor shall contact the Site Manager immediately if a member of the public has detailed concerns or there is a conflict between public opinion and tasks assigned.
7. Quality Control and Assurance
- a. The Contractor is responsible for all quality assurance and quality control. The Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the WO. Although District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras this does not remove the responsibility of the contractor.
 - i. The contractor shall spot check the work of staff. This includes, but is not limited to, verification of techniques, plant identification, calibration, estimating plant abundance/density, and safety.
 - b. The Contractor is responsible for technical aptitude of its personnel, staff coordination, and adherence to cost and time schedules.
 - c. The Contractor is responsible for timely training of staff on application techniques, herbicides, plant identification and data collection.
8. Protected Natural Areas and Species
- a. The Contractor is responsible for protecting non-target species including those species with a similar appearance to the targeted species. The Contractor shall be responsible for replacement of non-target species damaged by work activities including but not limited to those damaged due to herbicides, unapproved vehicle use. Non-target plants include, but are not limited to, desirable natural area and aquatic plants, crops, landscaping, and turf.
 - b. The Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall be immediately reported to the Site Manager. Contractors shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
 - c. The District has designated areas that are not to be disturbed by herbicides or other disruptive activities. These “no-treatment zones” occur in a variety of areas for multiple projects and include biological control and research projects. The Site Manager will provide the locations of any no-spray zones occurring within the site. The Contractor shall not treat any vegetation within a designated no-treatment zone without approval of the Site Manager.

- d. The Contractor will not use equipment that is damaging to the environment, including but not limited to soil disturbance. Site hydrology can quickly change altering the impact of vehicle use. The contractor shall report these changes immediately.

9. Data Collection

- a. The Contractor shall record work activities for each day on the Daily Activity Log (DAL) sheet (Attachment 2) or on a tablet computer. Required information includes, but is not limited to, plant species treated/planted and herbicide(s) used. This information is used for a variety of reports, including the District's NPDES report. All DALs shall be completed and signed or submitted in AVATAR by the Licensed Supervisor. DALs shall be provided weekly to Field Stations for Field Station WO's. Otherwise, DALs shall be provided to the District with invoice packets unless electronic signature is available to the applicator. The District may request DALs prior to invoice submission. Treatment coordinates shall be collected and reported on DALs using the Universal Transverse Mercator (UTM) coordinate system (i.e. Zone, Northing, Easting) using NAD83 datum.
- b. DAL data must be entered into the District's vegetation management database, Agency Action Tracking and Reporting (AVATAR). The Contractor shall enter Daily Activity Log data into AVATAR on a weekly basis or sooner, not more than 10 days following application, for all TMA WOs, with the exception of Field Station WOs. Field Station staff is responsible for AVATAR entries for their WO. AVATAR is accessible through Chrome at <https://apps.sfwmd.gov/prweb82/PRAuth/AvatarMobile>.
 - i. AVATAR, is currently under expanded development. The system may have additional capabilities during the contract period. Once these enhancements are operational the vendor will be expected to utilize them. One possible enhancement may require the Contractor to enter treatment data from the field using a smart device (phone/tablet). This device shall be provided by the District with associated deposit. In addition to AVATAR entry, a signed paper Daily Activity Log is required if a restricted use herbicide is utilized and shall be provided with the invoice.
 - ii. GPS units are required for each staff member (licensed supervisors, crew leaders/applicators, and laborers) depending on WO objectives. At the request of the District, the Contractor shall utilize handheld GPS units to collect tracks of traversed areas and point data for particular species including EDRR species. The Contractor shall provide the Site Manager GPS data in electronic format requested by the site manager which may be a variety of file types including but not limited .gpx or shape files. The Contractor shall keep this data available to the District for two (2) years following project completion.
 - iii. The District frequently provides georeferenced pdf maps. This may be used in addition to a GPS to view maps and collect data.
- c. The District will provide tracking equipment to include a flow sensor/trigger switch and GPS Logger/transmitter unit for all high-volume application equipment that the contractor shall install, maintain and operate.

V. Work Order Administration

WOs shall be issued by the District on an as-needed basis. Throughout the term of each WO, the District's staff may perform periodic inspections, which will be documented and shared with the Contractor. The District will maintain a history of project performance for each Contractor, which will become an important factor in the consideration of future WO awards. On a scale of 0 – 5, a running Average Score ≥ 3.0 is required to maintain active contract status.

The District shall provide the Contractor with information necessary to understand the specifications for each WO issued on an as needed basis. Information provided to the Contractor will include, but is not limited to, area maps and electronic spatial data files and work schedule that includes:

- desired timeframe for work to occur
- number and types of equipment required to complete the work
- list of species to be treated (although other species should be reported)
- list of acceptable herbicides and methods.

VI. Summary Schedule of Tasks and Deliverables

- A. 100% of target plants must be treated within 100% of the defined WO area.
- B. A minimum of 95% of treated plants must be dead at least six months following treatment, or as specified by the herbicide manufacturer. A dead plant does not resprout from a portion of the plant including the root/rhizome system. All parts of the plant must be dead, not simply defoliated.
- C. All non-compliance must be resolved within three months of notification. Inspections and non-compliance notifications may occur during or after treatment.
- D. Work activities shall be recorded accurately and completely onto Daily Activity Log each day and entered into AVATAR using a computer or tablet (if AVATAR application enhancement occurs) as outlined in Data Collection above.
- E. Invoices: In addition to the requirements in Article 4 of the Sample Contract, invoice packets submitted to the District's Vegetation management Section and Accounts Payable Section must include the following:
 1. The District Accounts Payable Section will receive invoice packets via email with a copy to VegManagement@sfwmd.gov. Vegetation Management Section will provide a OneDrive location for invoices. Each invoice packet must include the following:
 - a. Invoice containing the billing month, phase (FPA), billing date, tracking number, purchase order (PO) number, details of expenses, amount remaining on PO (if app.), final invoice indication if PO complete, "FWC" indication if it is FWC-funded WO.
 - b. AVATAR summary report
 - c. Completed and signed Daily Activity Logs **only to Vegetation Management** (VegManagement@sfwmd.gov).
 - d. Small Business Enterprise (SBE) form (if applicable)
 - e. Herbicide/adjuvant receipts for those items provided by the Contractor. The volume of herbicide used on the associated invoice shall be noted on the receipt.
- F. Tracks and waypoints from GPS units may be requested. These tracks may be provided to District staff via electronic means. (See additional specifications under Data Collection above.)
- G. Vehicle GPS/location and spray activity data. Collected at time of work.
- H. Payment Schedule
 1. The Contractor shall submit invoices pursuant to the schedule outlined below:

- a. **Time and Material Agreements.** The Contractor shall submit one (1) invoice per calendar month during the WO period for all TMA or FWC aquatic program funded WO's.
 - i. Invoices for WO's funded by FWC's aquatic program must be received no later than the 5th of each month for the prior month's services.
 - ii. Other invoice deadlines may be provided for specific WO's especially at close of finance periods.
- b. **Fixed Price Agreements.**
 - i. For WO's comprising a single phase, the Contractor shall submit one (1) invoice upon completion of the Work. For WO's partitioned into multiple work phases (or areas), the Contractor may invoice upon completion of each phase as delineated by WO description.

2. Pricing Structure

- a. **Fixed Price Agreements.** Fixed Pricing is a flat rate for the entire WO including all equipment, supplies, tools, herbicides, staffing, administrative costs. **No additional expenses** above the quoted price(s) will be paid for Fixed Price Agreements. When offered by the Site Manager, a site visit is required, prior to price submission.
- b. **Time and Material Agreements.** Under this pricing structure, the contractor may charge for herbicides/adjuvants and hourly contracted staff rates.
 - i. The Contractor shall charge for used herbicides and adjuvants at cost.
 - ii. Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging & like expenses, insurance, database entry, AVATAR management, fuel, equipment (transport trucks, airboats, ATV, spray and communication equipment, GPS, Communication equipment, back packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
 - iii. There may be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior to the cancellation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

APPENDIX A

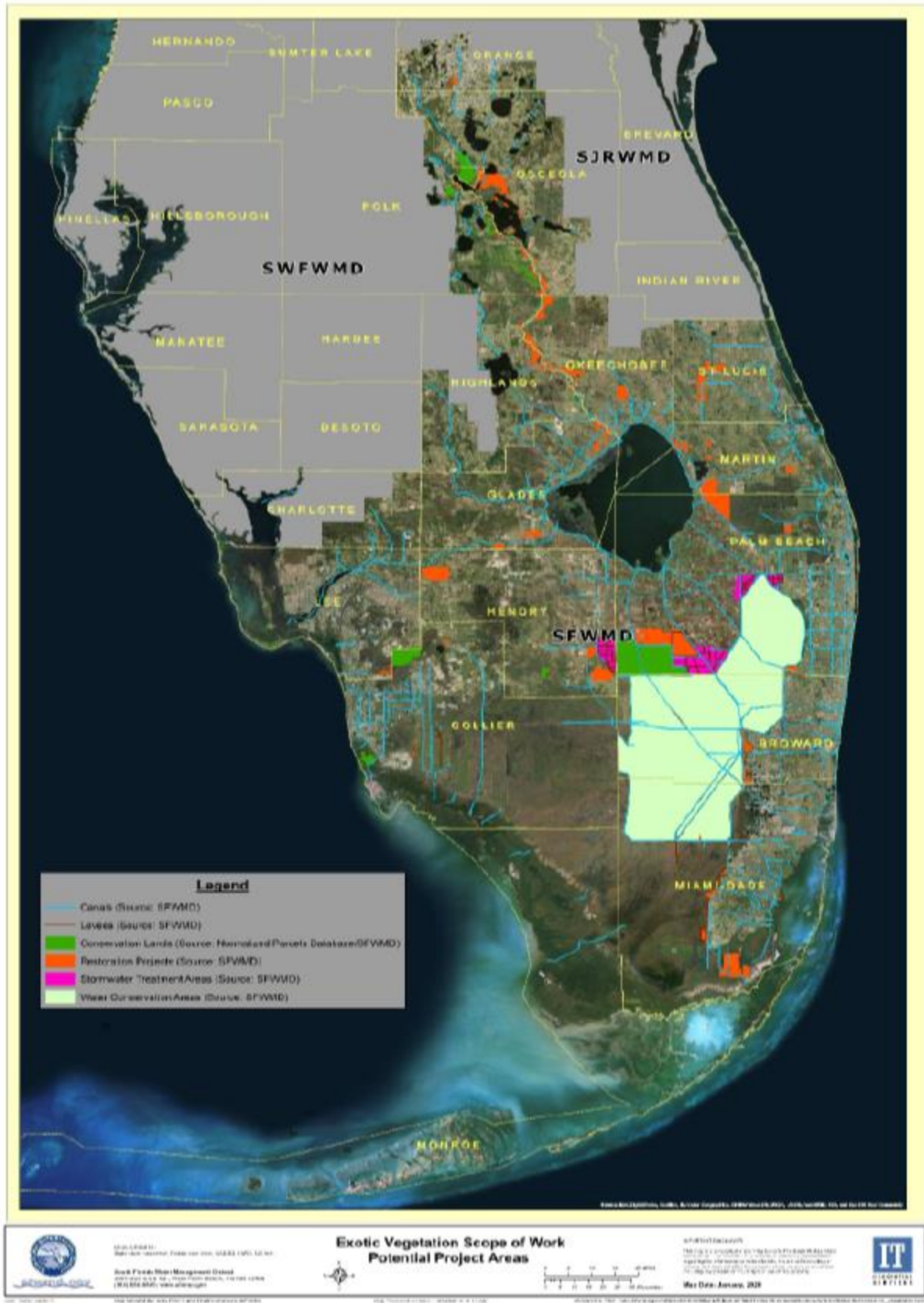
General Description of Staffing Categories

Professional expertise of Respondent's staff is expected to vary depending on the specific work order requirements, the evaluation of the Request for Proposals (RFP) responses will depend upon the Respondent submitting a proposal with individuals that have expertise to staff a project in any Work Order: The firm shall provide qualified personnel as per description below. Should staffing change throughout the contract term, the firm shall be responsible for submitting documentation to affirm the individual meets the minimum requirements as described below, prior to assigning that person to a SFWMD work order. The SFWMD Project Manager must approve the Contract Staff prior to their conducting activities for the work order.

Although the SFWMD may provide orientation on specific procedures to be used for this contract, the firm is responsible for training their staff such that there is a sufficient transfer of knowledge to meet the requirements of the contract.

- a. **Licensed Supervisor.** Licensed Supervisors shall have a valid pesticide applicator license issued by FDACS in the appropriate category (e.g., aquatics, natural areas). Licensed Supervisors shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy and planting techniques as needed. Each Licensed Supervisor shall be capable of field identification of nuisance and invasive plant species for assigned sites. Each Licensed Supervisor shall be capable of supervising and communicating with crew members (Crew Leader/Applicators and laborers) in the application of herbicides and identification of species targeted for control. Licensed Supervisors shall conduct/direct a systematic treatment within the Work Order area. Licensed Supervisors shall have competent knowledge of equipment use and herbicide application techniques. Licensed Supervisors are responsible for plant identification, calibration, herbicides mixing, and collection of data. All Licensed Supervisors shall be capable of safely operating all equipment and vehicles appropriate used on a Work Order. Each contractor must employ at least three Licensed Supervisors for the duration of the contract. The Contractor must have three licensed supervisors with at least eight cumulative years of Licensed Supervisor experience.
- b. **Crew Leader/Applicator.** Crew leader/Applicators have a similar skill set as a Licensed Supervisor. Applicators are not required to hold a current DACS license. Crew Leader/Applicator shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Crew Leader/Applicator shall be capable of field identification of nuisance and invasive plant species for assigned sites or planting techniques as needed. Each Crew Leader/Applicator shall be capable of supervising and communicating with laborers in the application of herbicides and plant identification. Crew Leader/Applicators shall have knowledge of equipment use and herbicide application techniques. All Crew Leader/Applicators shall be capable of safely operating all equipment and vehicles required for use on a Work Order. This person must work under the direction of a licensed supervisor who is working on the same project/site. While in the Crew Leader role they may help Licensed Supervisors to transport equipment and Laborers on assigned equipment and direct Laborers. While in the Applicator role they will operate a vehicle with spray equipment independently. This position is permissible on a Work Order at the discretion of the Site Manager. A contractor is not required to maintain staff in this position.
- c. **Laborer.** Laborers provide general labor services under the supervision of a licensed supervisor. Laborers are not required to hold a current DACS license. Laborers are provided ongoing instruction and supervision by the Licensed Supervisor and/or Crew Leader/Applicator. Laborers frequently cut and treat vegetation but are not necessarily experienced in extensive plant identification or herbicide use.

ATTACHMENT 1



ATTACHMENT 2

AVATAR DAILY ACTIVITY LOG

Date: _____

Page _____ of _____

SFWMD Schedule ID : SCH

DAL ID :

Water Body Name

[illegible]

WIND MEASUREMENTS

[illegible]

CONTRACTOR PERSONNEL

[illegible]

COMMENTS (Weather / etc.)

Equipment & Equipment

Equipment & Equipment

PUMP		Calibration	
NOZZLE		Concentration	
PRESSURE		Miles of Bank	

STATUS :

11

11

Agency Representative _____

Contract Representative _____

Date: _____ Page _____ of _____

WO # : Supervisor Location Datum : Zone :

[illegible]

RFP 6000001498, Page 32 of 85

ATTACHMENT 3

Schedule Details

Schedule ID: SCH-236 Schedule Name: KRiver_Lygo

Work Plan ID: WP-167 Schedule Start Date: 11/15/2020

Schedule Status: Released Schedule End Date: 5/14/2021

ScheduleType: Time and Material Schedule On Hold: No

Person Responsible: Allen, Ellen Primary Contact: edonlan@sfwmd.gov

Schedule Last Update: 12/1/2021

Schedule Details: Ground treatment of lygoidum on the Kiss River South of 98

Contact Details

Company Name:

CompanyID: BUSINESS-##### Company Type: Contractor

Contractor Admin: AgreementID: 460000####

Tracking No: WO03xx24

Not to Exceed Amount: \$150,000.00 Schedule Site Visit: No

Posting Required Details

Posting Required: No

Aerial Details

Post-Treatment Data Required: No

Pre-Treatment Geographical Data Needed: No

Project Manager Pre Flight Required: No

Functional Location And Advisory Alerts

Active	Location	Description	Work Order No	Fund Program	Fund Source	Area Code	BLI	Alert Type	Alert Comments
true	LS-820-KR	KISSIMMEE RIVER	4550000						

GIS Location Information

County	Acres
OKEECHOBEE	6,641.73
HIGHLANDS	2,150.46

Location Key Information

Location	Key Abbreviation	Key Name	Key Comments
----------	------------------	----------	--------------

Vegetation Details

Active	Vegetation Name	Vegetation Comments	Control Acres	Methods	Active Ingredients	Products
true	Old World Climbing Fern		1,500	FOLIAR AERIAL POODLE CUT FOLIAR BACKPACK	Metsulfuron methyl Glyphosate Triclopyr	

Variance Details

Vegetation Variance Permitted: No

Herbicide Variance Permitted: No

ATTACHMENT 4
South Florida Water Management District

Fixed Price Agreement
Guidance Document - Exhibit B-1



Mgmt Area(s)		County(ies)	Select County(ies) ▼
SFWMD Key(s)	Select Key(s) ▼	Total Project Acres	
Start Date		End Date	

Primary Contact	E-mail	Phone Number(s)
Vegetation Management Section Liaison		GPS Track Submissions
Select Liaison ▼		weekly ▼
Herbicide Considerations / Exclusions	Equipment Considerations / Exclusions	
Special Considerations-No treatments, T&E sp., etc.	Additional Information	

Plant Species To Be Controlled	Recommended Herbicides	Recommended Methods
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼

- Contractor is responsible for compliance with RFP#6000000763 and the signed contract including:
100% treatment of targeted plants and 95% kill rate after 6 months
- Recommended herbicides and treatment methods are approved suggestions to help achieve these requirements, but other herbicides and treatment methods may be considered

Job Reference #

Contractor Initials _____

FPD2017v2.0

Description of Treatment Areas

Parcel #1	Trtmt Area		Acres	
Parcel #2	Trtmt Area		Acres	
Parcel #3	Trtmt Area		Acres	
Parcel #4	Trtmt Area		Acres	
Parcel #5	Trtmt Area		Acres	

Job Reference #

Contractor Initials _____

FPD2017v2.0

FOR CONTRACTOR USE

Quotes must be received within **5 calendar days** of pre-quote meeting unless otherwise specified

E-mail signed and initialed 3 page document with quotes to edonlan@sfwmd.gov

Contractor _____ Agreement # _____

Print Name _____ Signature _____

Date _____ Quotes Due _____ at 5 PM

¹ Parcel #1	² Quote Amount \$	
¹ Parcels #1+2	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3+4	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3+4+5	² Cumulative Quote Amount \$	

1. SFWMD will choose the maximum number of parcels dependent on budget constraints
2. SFWMD will select the lowest responsive and responsible quote

[illegible]

3. All herbicides and treatment methods must be approved by SFWMD staff

Job Reference #	
-----------------	--

FPD2017v2.0



SOUTH FLORIDA WATER MANAGEMENT DISTRICT SAMPLE CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Address: Project Manager: Telephone No: Email: Hereinafter referred to as: Contractor	This number must appear on all Invoices and Correspondence Contract 460000 / PO 950000														
	SUBMIT INVOICES TO THE DISTRICT AT: apinvoice@sfwmd.gov														
PROJECT TITLE: Ground Application Services															
The following Exhibits are attached hereto and made a part of this Contract: <table><tr><td>Exhibit "A" - General Terms and Conditions</td><td>Exhibit "H" - Insurance Requirements</td></tr><tr><td>Exhibit "B" - Statement of Work</td><td>Exhibit "I" - Sample Work Order</td></tr><tr><td>Exhibit "C" - Payment and Deliverable Schedule</td><td>Exhibit "J" - Unassigned</td></tr><tr><td>Exhibit "D" - Rate Schedule</td><td>Exhibit "K" - Unassigned</td></tr><tr><td>Exhibit "E" - SBE Utilization Plan Forms</td><td>Exhibit "L" - Unassigned</td></tr><tr><td>Exhibit "F" - SBE Utilization Report Forms</td><td>Exhibit "M" - Unassigned</td></tr><tr><td>Exhibit "G" - Unassigned</td><td></td></tr></table>		Exhibit "A" - General Terms and Conditions	Exhibit "H" - Insurance Requirements	Exhibit "B" - Statement of Work	Exhibit "I" - Sample Work Order	Exhibit "C" - Payment and Deliverable Schedule	Exhibit "J" - Unassigned	Exhibit "D" - Rate Schedule	Exhibit "K" - Unassigned	Exhibit "E" - SBE Utilization Plan Forms	Exhibit "L" - Unassigned	Exhibit "F" - SBE Utilization Report Forms	Exhibit "M" - Unassigned	Exhibit "G" - Unassigned	
Exhibit "A" - General Terms and Conditions	Exhibit "H" - Insurance Requirements														
Exhibit "B" - Statement of Work	Exhibit "I" - Sample Work Order														
Exhibit "C" - Payment and Deliverable Schedule	Exhibit "J" - Unassigned														
Exhibit "D" - Rate Schedule	Exhibit "K" - Unassigned														
Exhibit "E" - SBE Utilization Plan Forms	Exhibit "L" - Unassigned														
Exhibit "F" - SBE Utilization Report Forms	Exhibit "M" - Unassigned														
Exhibit "G" - Unassigned															
TOTAL CONTRACT AMOUNT \$ CONTRACT TYPE: WORK ORDER															
Multi-Year Funding (If Applicable) *Fiscal Year: Oct. 1, 20 – Sept. 30, 20 \$ *Fiscal Year: *Fiscal Year: *Subject to District Governing Board Annual Budget Approval															
CONTRACT TERM: RENEWAL OPTIONS:	EFFECTIVE DATE: Last Date of Execution by the Parties														
District Project Manager: Telephone No: () Email: @sfwmd.gov	District Contract Specialist: Telephone No: (561) 682- Email: @sfwmd.gov														
SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District Procurement Bureau 3301 Gun Club Road West Palm Beach, Florida 33406	SUBMIT NOTICES TO THE CONTRACTOR AT:														
IN WITNESS WHEREOF, the authorized representative hereby executes this Contract on this date, and accepts all Terms and Conditions under which it is issued.															
CONTRACTOR NAME Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____	SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD By: _____ Drew Bartlett, Executive Director By: _____ Candida Heater, Director Administrative Services Division Date: _____ SFWMD OFFICE OF COUNSEL APPROVED By: _____ Date: _____ SFWMD PROCUREMENT APPROVED By: _____ Date: _____														



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Contractor shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" (the "Work"). It is the Contractor's responsibility to advise its employees or hired workers of the nature of the Work and Contractor shall determine the method, details and means of performing the Work. Contractor shall coordinate directly with the District Project Manager on all engagements with the media, stakeholders, elected officials, and the public regarding the Work Contractor is doing for the District. At no time should Contractor or subcontractors invite guests to District premises without written authorization by the District.

1.2 Work Orders. Exhibit I is a sample Work Order cover page. As actual services are identified by the District, the Contractor shall, upon request, prepare and submit to the District a detailed technical and cost proposal. Contractor shall include in its cost proposal a detailed breakdown adequate to substantiate all Contractor costs, including labor and expenses and shall incorporate any established rates specified in Exhibit C. The price negotiated by the parties for each Work Order will be the maximum consideration paid by the District for each authorized Work Order. Contractor must not commence any work 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. Contractor bears all risk of loss for its own cost overruns.

A. The District will only award a Work Order if:

- (1) The Statement of Work and the price is advantageous to the District in its sole discretion;
- (2) Qualified personnel are available within the required time frames;
- (3) Contractor has not had unsatisfactory performance on any previous Work Order(s) issued by the District; and
- (4) Contractor complies with the Small Business Enterprise provisions in Article 10 of this Contract.

B. The District has the right to make unilateral changes to any Work Order without the consent of the Contractor. The District may cancel any Work Order without liability to Contractor other than payment for Work accepted by the District up through the effective date of cancellation. The District may cancel a Work Order by providing 30 days advance written notice to the Contractor. The District may issue a Work Order revision at any time without providing 30 days written notice.

1.3 Substantiate Work. As part of the services to be provided by the Contractor under this Contract, the Contractor shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Contractor shall also 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.

1.4 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Contract.

1.5 Presentations by Contractor. Contractor shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Contract



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

to the District for review and approval prior to publication by the Contractor in any forum or format. This paragraph shall survive the expiration or termination of this Contract.

1.6 Use of Data. Any use of data gathered under this Contract that has not been through the quality assurance/quality control validation described in Exhibit B will be at the Contractor's own risk and shall not make reference to the District. This paragraph shall survive the expiration or termination of this Contract.

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

B. Inadvertent Discoveries. If, during the performance of Work, the Contractor 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 Contractor 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. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall work well away from and otherwise avoid the area of interest.

1.8 Use by Other Florida Governmental Entities. Contractor may provide services to other governmental entities pursuant to the terms and conditions of this Contract. These governmental entities include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that uses Contractor services pursuant to this paragraph.

Article 2 - Work Involving District Facilities or Equipment

2.1 Policy Code Acknowledgement. In the event Contractor's employees or hired workers are authorized to perform services on-site at District facilities or using District equipment, the Contractor must comply with all applicable District policies and standards of conduct listed in Attachment 1 to Exhibit A titled "Contractor Policy Code Acknowledgment." Contractor shall require each individual performing work to execute the Attachment 1 form.

2.2 Background Checks. The Contractor shall conduct thorough background checks for all of the Contractor's employees or hired workers who will be working on any District site. Prior to contract execution, Contractor shall submit Attachment 2 to Exhibit A titled, "Contractor's Affidavit, Work Involving District Facilities or Equipment" to certify compliance with Article 2. 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 Section 11.5. After reviewing the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

results of the background check, the Contractor shall determine whether the Contractor's employee and/or hired worker meets the necessary criteria for the position. Prior to allowing any employees or hired workers to work on-site at District facilities, the Contractor must provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker. The Contractor shall recertify compliance of the Contractor Affidavit every three months or until expiration of the contract. The Contractor shall advise the District of any potential violation of the compliance of the Affidavit. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement.

2.3 District Critical Structures. If the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor shall ensure that those individuals must complete a fingerprint-based criminal history check, pursuant to Section 373.6055, Florida Statutes in order to qualify for such unrestricted access. Fingerprints shall be submitted to the Florida 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. If a Contractor or subcontractor's employees or agents will only have access to District critical structures when accompanied by appropriate District staff, a fingerprint-based criminal history check is not required.

2.4 Access Keys. In the event the District provides the Contractor with keys to access any District structures or Rights-of-Way through its key permitting system, the District will require a deposit for the keys. If the Contractor loses any keys provided by the District, the District may assess the Contractor for its costs to replace the keys and the locks and may deduct it from the amount the District owes to the Contractor for the Work or may subtract these costs from the deposit, if one is collected. Repeated loss of keys may also be used as a basis for deeming the Contractor as non-responsible in any bid or proposal.

2.5 ID Badges. In the event that the District provides the Contractor with an identification badge to access any District office, structure or Right-of-Ways through its badge access system, Contractor will use its best efforts to safeguard the identification badge throughout the period of performance of this contract/purchase order. Contractor shall be required to return the identification badge to the District's Security Office immediately upon completion of work or termination of its contract/purchase order with the District. Should the Contractor lose the identification badge provided by the District, Contractor shall immediately report the loss to the District. District will determine, at that time, if a replacement identification badge may be reissued. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement. Repeated loss of identification badge or failure to return identification badge upon completion of work or termination of its contract/purchase order with the District, shall result in Contractor breach of its contract/purchase order and/or may be used as a basis for deeming the Contractor as non-responsible in conjunction with bid or proposal submissions. This paragraph shall survive the expiration or termination of this contract.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 3 - Compensation

3.1 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 Contractor may incur and therefore no additional consideration shall be authorized. Travel expenses are not anticipated. However, in the event any travel is required by members of the Contractor'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 Contractor 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 Voucher", attached hereto as Exhibit J, or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

3.2 Annual Funding. Funding for each year of this Contract is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Contract will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

3.3 Multiple Contracts. Multiple contracts have been awarded to other firms for the services to be provided under this Contract. The "Total Contract Amount" stated on the cover page of this Contract represents funding that may be used among the multiple contracts awarded by the District and in no way represents the amount to be paid under this Contract through any Work Order(s) that may be issued throughout the Contract term.

Article 4 - Invoicing and Payment

4.1 The Contractor shall submit the invoices pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached to each Work Order. In the event the schedule does not specify fixed payment on a completion of deliverable basis, all labor shall be invoiced using the hourly rates specified by labor category in the Exhibit C, Rate Schedule. All invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the 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 in accordance with Attachment 1 to Exhibit C. Absence of proper documentation may result in non-payment or audit and return of prior payments. Any travel authorized by the District shall be reimbursed in accordance with the applicable sections of Chapter 112, Florida Statutes and in accordance with Article 3.1 above.

4.2 Invoice Requirements. Contractor shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to vegmanagement@sfwmd.gov. All invoices must reference the Contractor's legal name as authorized to do business with the State of Florida; District's Contract Number, Purchase Order (PO) Number and Work Order Number as specified on the cover/signature page of the Work Order; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Contractor shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Contractor's name and the PO number; 3) if applicable, provide all required attachments with the invoice file including the Small Business Utilization Reports as described in Article 10.4, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Contractor must provide the above to the following address:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

*South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682*

Contractor must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Contractor's failure 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.

4.3 Contract Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Contractor prior to the commencement date of this Contract or prior to receipt of authorized Work Order(s), unless the District authorizes such payment in writing.

4.4 Early Payment Discounts. Any early payment discount offered by the Contractor must 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 5 - Notice and Project Management

5.1 Notice. 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 are responsible for overall coordination and oversight relating to the performance of this Contract. The Contractor shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Contract. All notices under this Contract shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail to the respective addresses specified on the cover/signature page of the Contract. The Contractor shall also provide a copy of all notices to the District's Project Manager. All notices required by this Contract shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the District under this Contract shall reference the Contract Number stated on the cover/signature page of the Contract.

5.2 Replacing Personnel. At its sole discretion, the District may order the immediate replacement of any individual(s) working for the Contractor on this Contract. The District may take this action without providing a reason for requesting the replacement of any individual(s). The Contractor may propose a replacement for the individual(s), subject to District approval. The Contractor will place the above language in any contract that it has with subcontractors. The Contractor will enforce the replacement of subcontractor personnel upon request by the District.

Article 6 - Indemnification and Insurance

6.1 Indemnification. The Contractor will fully defend, indemnify, save, and hold the District, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

of or in any way related to this Contract. The Contractor is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. This paragraph survives the termination or expiration of this Contract.

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

The Respondent shall indemnify as well as identify the District, Cemex Construction Materials Florida, LLC, Florida Rock Industries, Inc. d/b/a Vulcan Materials Company, APAC Southeast, Inc. d/b/a Preferred Materials, Inc., Tarmac American, LLC d/b/a Titan America, LLC and any other lands not owned by the District identified in a Work Order as an additional insured on all insurance policies required by SFWMD upon Contract execution.

Mr. Gian Muniz
Cemex Construction Materials Florida, LLC
13292 N.W. 118th Avenue
Miami, FL 33178

Ms. Lori Sanville
Florida Rock Industries, Inc. d/b/a Vulcan Materials
P.O Box 4667
Jacksonville, FL 32201

Mr. Gary Yelvington
APAC Southeast, Inc. d/b/a Preferred Materials, Inc.
Conrad Yelvington Distr. LLC
2326 Bellevue Avenue
Daytona Beach, FL 32114

Ms. Shelby Olsen
Tarmac American LLC d/b/a Titan America,
11000 Northwest 121 Way
Medley, FL 33178

6.3 Misrepresentations about Insurance. Contractor must obtain an insurer that is qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Contractor that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Contractor's responsibility to meet the stated requirement. In addition, receipt and acceptance of the Certificate of Insurance by the District shall not relieve the Contractor from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. In the event Contractor misrepresents any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities, the District may terminate this Contract.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 7 - Termination and Remedies

7.1 Termination by the District for Cause. If the Contractor materially fails to fulfill its obligations under this Contract, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Contractor has thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. After the District sends a Termination for Default Notice, the District's Governing Board will determine whether the Contractor should be suspended from doing future work with the District as provided in Rules 40E-7.214 – 40E-7.219, Florida Administrative Code. If the District terminates for default, the District is entitled to recover its procurement costs in addition to all other legal remedies.

7.2 Work Order Termination by the District for Cause. Should the services provided by the Contractor fail to meet the expectations of the District's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the District, to correct all deficiencies in the Contractor'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 (10) 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 Contractor 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 that the District can use to complete the Work.

7.3 Termination by the District for Convenience. The District may terminate this Contract in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Contractor. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Contractor for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Contract, including but not limited to actual damages and consequential damages, lost profits and any alleged delay damages. The District may withhold all payments to the Contractor until the District verifies the work completed and determines the exact amount due to the Contractor.

7.4 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator 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.

7.5 Stop Work. The District may order that all or part of the work stop if the District determines that it is in its best interest. This provision does not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Contractor to the District. If this provision is invoked, the District shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Contract or Work Order to reflect any changes to the Statement of Work and the project schedule.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 8 - Records and Ownership

8.1 Records Maintenance. The Contractor shall maintain records and the District shall have inspection and audit rights as follows:

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

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

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

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

E. Applicability to Authorized Agents. In the event that any of the Work is delegated by the Contractor, the Contractor hereby agrees to include in any such contract a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 8.

8.2 Public Records. Contractor's Duties Regarding Public Records:

A. Compliance with Florida Laws. Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (USB flash drive).

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

8.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Contractor, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Contract, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Contractor, the Contractor hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the Contractor agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Contract.

Article 9 - Equipment, Computer Hardware, and Software

9.1 Purchased Equipment. The Contractor shall provide the District's Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Contractor with District funding under this Contract shall be returned and title transferred from the Contractor to the District immediately upon termination or expiration of this Contract unless written authorization to retain the equipment is provided by the District. The Contractor will maintain any such equipment in good working condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Contractor will use its best efforts to safeguard the equipment throughout the period of performance of this Contract. However the District will not hold the Contractor liable for loss or damage due



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

to causes beyond the Contractor's reasonable control. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence.

9.2 Shared Equipment. In the event the Work involves Contractor's use of District equipment, or the District's use of Contractor's equipment, Attachment 2 to Exhibit B, Statement of Work is a list of all devices, tools, machinery, computer hardware, and software owned or held as either a lessee or licensee by each party and which may be used by the other party during the term of this Contract (the "Equipment") and the current market value of each item. Contractor is authorized to use the Equipment only for those purposes identified in Exhibit B. When the Contract expires or is terminated, the Contractor shall promptly return all Equipment to the District at the Contractor's expense.

9.3 Contractor's Use of District Equipment. Contractor represents that it has read, understands, and will comply with the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit A Statement of Work) that deals with the use of District IT resources which applies to the use of the Equipment. Contractor shall maintain the Equipment in good working condition while in its possession and will return the 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 Equipment is provided to the Contractor "as is", "where is" and "with all faults." Contractor assumes all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this Contract. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence. Contractor shall provide the District with 100% of the current market value as stipulated in Attachment 5 to Exhibit B in the event any of the Equipment is lost, stolen, or irreparably damaged.

9.4 Software. The District owns or has acquired the right to use certain software under license from third parties ("District Software"). For purposes of this Contract, the District may permit the Contractor access to District Software on District computer systems. Contractor acknowledges the proprietary nature of District owned and licensed software and agrees not to reproduce District Software or provide it to any third party. Contractor's use of or access to District Software is restricted to designated District owned systems or equipment. Contractor shall not remove any copy of District Software. If the District will be using Contractor's software listed in Attachment 2 to Exhibit B ("Contractor's Software"), Contractor represents and warrants that it has the legal right to allow the District to use Contractor's Software and allows the District to use it during the term of this Contract without an additional fee.

Article 10 - Small Business Enterprise (SBE) Utilization

10.1 SBE Subcontractor 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 Rules 40E-740E-7.668-.678, Florida Administrative Code ("SBE Rule"). Contractor shall maintain the level of SBE participation indicated on the cover/signature page of this Contract. At any time during the term of this Contract, the District may request information on the SBE status of the Contractor and any of its subcontractors. The Contractor shall notify the District immediately of any change in the status of the Contractor or any subcontractor that could affect the Contractor's SBE status or the Contractor's ability to comply with the SBE requirements of this Contract including gross revenue and licensing.

10.2 SBE Subcontractor Utilization Plan. At the time the District requests Contractor to undertake a Work Order with an SBE goal, the Contractor shall identify all SBE firms which will be utilized as subcontractors on that Work Order. The Contractor as the prime and each SBE subcontractor shall be listed in the Subcontractor Utilization Plan and submitted to the District with the Work Order cost proposal. The



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

list of the SBE's in the SBE Subcontractor Utilization Plan shall constitute the Contractor'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 District forms and information as submitted by the Contractor as part of the Work Order process:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956).*
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for **each** firm that is substituted or added.

Items (1) through (2) above are hereinafter collectively referred to as the "SBE Subcontractor Utilization Plan". Items (1) and (2) are attached hereto as Exhibits E1 and E2, respectively, and made a part of this Contract. A Work Order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order.

10.3 Subcontractor Substitution and Addition. The Contractor must notify the District's Small Business Enterprise staff prior to substituting or adding an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. If the Contractor wishes to amend its "SBE Subcontractor Utilization Plan," it must submit to the District an amended version of the following:

1. *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)* attached as Exhibit E3.
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for each firm that is substituted or added.

10.4 SBE Reporting. The Contractor shall submit with each invoice a completed SBE Subcontractor Utilization Report form, attached as Exhibit F1. Separate Utilization Reports must be submitted for each Work Order. In addition, the Contractor shall also provide, upon request cancelled checks or check register photocopies, or any other valid form of documentation that provides proof of payment made to each SBE subcontractor. The Contractor shall submit a completed Final SBE Subcontractor Utilization Report form, attached as Exhibit F2, at the time a final invoice is submitted for each completed Work Order. All reports must be submitted to the SBE Compliance Specialist in the Procurement office in the District's West Palm office listed on the cover page of the Contract.

10.5 Compliance. Contractor must comply with the SBE Subcontractor Utilization Plan for each Work Order and the District will monitor compliance with it and the SBE rules. The Contractor shall maintain the level of SBE utilization as established in the Contractor's Work Order SBE Subcontractor Utilization Plan. Compliance shall include all Work under this Contract including amendments, change orders, and Work Orders. Failure to comply with the SBE requirements of this Contract will be considered a material breach of Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code.

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 11 - Contractor's Representations

11.1 No Discrimination. The Contractor and its agents will not discriminate against any person on legally protected bases in any activity under this Contract.

11.2 Convicted Felons & Discriminatory Vendor List. The Contractor 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 Contractor or any affiliate of the Contractor has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes, and Section 287.134. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.3 Scrutinized Companies. Contractor shall comply with sections 287.135, Florida Statutes. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.4 No Contingency Fees. The Contractor warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract. Further the Contractor warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

11.5 E-Verify. Contractor has verified that its employees are authorized to work in the U.S. and certifies 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. 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.

11.6 Antitrust Violations. Contractor must comply with section 287.137, Florida Statutes. A Contractor or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a Contractor under a Contract with the District.

Article 12 - Prohibitions

12.1 District Tax Exempt Certificate. The Contractor shall not use the District's exemption certificate number issued pursuant to the applicable sections of Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Contractor is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

the Contractor is a sole proprietor, the Contractor is responsible for submitting quarterly returns to the Federal Government.

12.2 Pledge of District Credit. The Contractor shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the District's credit includes 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.

12.3 Employment Solicitation. Contractor shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the Contractor, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract. The District is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the District does not condone offers of employment made by Contractor 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.

12.4 Publications Regarding the Work. Contractor may use the District's name in marketing materials for the purpose of publicizing contract awards; however, Contractor is prohibited from obtaining affirmations from District staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Contractor as well as the products and/or services offered by the Contractor. The District, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Contractor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the District.

12.5 No Lobbying. Under the applicable sections of Chapter 216, Florida Statutes, the Contractor is prohibited from using any funds under this Contract to lobby the Legislature, the judicial branch or a state agency.

12.6 Promoting Project Objectives. Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Contractor shall take all reasonable measures necessary to effectuate these assurances. In the event Contractor determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Contract.

Article 13 - General Provisions

13.1 Independent Contractor. The Contractor is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Contract will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Contract. Both parties are free to enter into contracts with other parties for similar services. In the event the Contractor is providing staff who will be working on-site at District facilities, the District will not pay the Contractor staff any direct remuneration, expense reimbursement or compensation of any kind. Contractor, its officers, agents, and employees, are not entitled to any employment benefits from the District. Contractor waives and agrees



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

not to make any claim to participate in any of the District's employee benefits or benefit plans should Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Contractor shall exclusively provide all benefits available to Contractor or Contractor's staff. The Contractor shall provide all billing, collection, payroll services and tax withholding, among other things, for all Contractor staff performing services under this Contract.

13.2 Compliance with Laws. The Contractor, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract including those pertaining to safety, labor and unemployment. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge. The Contractor is responsible for the compliance of its subcontractors with this section.

13.3 Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Contract. The exclusive venue for any dispute(s) arising out of or related to this Contract shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

13.4 Waiver of Jury Trial. 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.

13.5 Permits and Authorizations. The Contractor shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Contract. A delay in obtaining permits shall not give rise to a claim by the Contractor for additional compensation. If the Contractor is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Contract, each party to bear its own costs, despite any other provisions of this Contract to the contrary.

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

13.7 Exhibits and Inconsistencies. All Exhibits attached to this Contract are incorporated and are part of the Contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. Exhibit A General Terms and Conditions
- B. Exhibit B Statement of Work
- C. All other exhibits, attachments and documents incorporated into this Contract



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

13.8 No Third Party Beneficiaries. This Contract is solely for the benefit of the Contractor and the District. No person or entity other than the Contractor or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

13.9 Assignment. Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

13.10 Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

13.11 Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

13.12 Entire Contract. This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

13.13 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

13.14 Interpretation. Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

13.15 Survival. All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

13.16 Contract Renewal. In the event this Contract provides for renewal options as stated on the cover page of this Contract, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Contract.

ATTACHMENT 1 TO EXHIBIT "A"

South Florida Water Management District

Contractor Policy Code Acknowledgement

Name (Print) _____

Contract/Work Order/Purchase Order # _____

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with the South Florida Water Management District (the "District") using District equipment and/or working on District premises, property or facilities must comply with the rules and regulations of the District's Policy & Procedure Code.

As the Contractor's representative, without limitation thereto, I, _____
(Contractor) acknowledge that I have received and reviewed the following:

Whistle-Blowers Policy, Chapter 101, Article V. Section. 101-101 through 101-113.

Equal Employment Opportunity and Harassment Policy, Chapter 120, Article I. Section 120-3.

Standards of Conduct Policy, Chapter 120, Article III. Section 120-62.

Corrective Action Policy, Chapter 120, Article III. Section 120-63.

Drug-Free Workplace Policy, Chapter 120, Article III. Section 120-73.

Chapter 130, Information Technology: Acceptable Use of Information Technology and Telecommunications Policy; Electronic Mail Policy; and, Intellectual Property and Works-Made-For-Hire Policy

Information Technology Security Procedures, Chapter 230, Article II. Section 230-21 through 230-27.

In the course of conducting business with the District, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the District. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the District, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the District may eliminate me and/or my company from award of future solicitations.

I recognize and understand that District Information Technology resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the District, and should be used for the purposes of conducting bona fide District business only.

I recognize and understand that no remote access technology or device is to be attached to District Information Technology resources or the information technology systems infrastructure to effect access without the express authorization of the Information Technology Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-District equipment or other resources used by me to connect to District Information Technology resources, systems or services will be subject to the same laws, rules and regulations as District-owned Information Technology resources.

sfwmd.gov

South Florida Water Management District

Contractor Policy Code Acknowledgement

I am aware that District Information Technology resources are the property of the District, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to District Information Technology resources. I am aware that the District may audit, access, and review all data and/or communications transmitted through or residing on District Information Technology resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the District's right to access or disclose such communications, and that the District shall disclose the information to third parties as required by law.

When authorized to do so I accept all risks and responsibilities associated with using and/or connecting non-District resources or equipment to District Information Technology resources. **In regard to such non-District resources or equipment, I agree to the following:**

In the event of a security breach, I authorize the District to take immediate action to reduce the District's exposure.

I further authorize the District to perform inspections as deemed necessary to ensure the safety and security of District data and/or Information Technology resources, and to ensure that any software or other similar intellectual property is duly licensed for use.

I understand the District will require virus-detection software in accordance with its own specifications, and I agree to comply.

I indemnify and hold the District harmless from theft or damage incurred while on District properties or premises.

Information or work products or related derivative works developed by me specifically for the District, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the District, including all intellectual property rights thereto. I acknowledge that the District claims sole ownership and rights to all such materials.

I am aware that the District's Policies and Procedures Code and any other District practices are subject to change or modification by the District, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the District has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the District. This Acknowledgement shall be considered an integral part of Contract/Work Order/Purchase Order # _____

Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/Purchase Order as well as a violation of District policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/Purchase Order with the District, and the District may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Firm Name (Prime Contractor)

Representative's Name (Print)

Representative's (Signature)

Date

ATTACHMENT 2 TO EXHIBIT "A"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CONTRACTOR'S AFFIDAVIT

WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT

The undersigned individual or legal entity representative (hereafter referred to as Contractor/Consultant/Vendor) certifies that it shall comply with all obligations set forth below and all other Terms and Conditions of contract/purchase order number _____.

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the Terms and Conditions of the contract/purchase order, Contractor's employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed "Consultant Policy Code Acknowledgement" form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the Terms and Conditions of the contract/purchase order, Contractor affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Contractor's employee or hired worker from working at a District site. Contractor acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires and existing employees and hired workers performing their respective duties on District facilities, and advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the Terms and Conditions of the contract/purchase order, if the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes on all employees who will have access to any District critical structure has been completed. None of the employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes that will prohibit unrestricted access to District critical structures.

Signed and attested to this _____ day of _____ 20_____

Contractor/Consultant/Vendor Signature

Print Name

Title

Form 0005 (06/2018)

EXHIBIT "B"
STATEMENT OF WORK

See Part 4 of this solicitation.

ATTACHMENT 5 TO EXHIBIT B

District Supplied Field Equipment

Item #	Qty	Description	Serial Numbers*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

* Serial numbers will be entered prior to shipping equipment to Contractor

Attachment 1 to Exhibit C

Documentation Required for all Contract Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Contractors and Consultants performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The Contractor or Consultant shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the Contractor or Consultant should be in a proper and satisfactory manner as described in the Statement of Work. Only Contractor or Consultant expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the contract.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all contractor, consultant and subcontractor invoices. The invoice date and the date of services and deliverables provided should not precede the date that a contract was executed unless specifically provided for in the contract. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final Contractor or Consultant payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.
 - a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The Contractor or Consultant must maintain and provide upon request the relevant payroll register pages covering the period of service.

Attachment 1 to Exhibit C
Documentation Required for all Contract Payments

- b. If the contract specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
- c. Purchases or rental of commodities such as materials, equipment, tools, etc. should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the scope of work, reasonable and within the agreement period.
- d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with contract requirements and expectations.
- e. If the contract allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
- f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. Contractors/Consultants must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
- g. The requirements above also apply to subcontractors.

EXHIBIT "D"
RATE SCHEDULE

TO BE NEGOTIATED

EXHIBIT "E1"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract/ Solicitation No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

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
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					0%	\$0.00
Total Contract						\$0.00

The listing of a Small Business Enterprise (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.

Bidder/Proposer Signature	Title	Date
---------------------------	-------	------

EXHIBIT "E2"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or 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):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) ☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: _____

SBE Subcontractor Certification Expiration Date: _____

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		\$	%

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

SBE Subcontractor Signature

Title

Date

Incorporated by reference in subsections
40E-7.670(2)(a), F.A.C.

Form 0957 (08/29/13)



Page 1 of 1

EXHIBIT “E3”

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person		Email Address	Telephone No.

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
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

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.

Bidder/Proposer Signature

Title

Date

EXHIBIT "F1"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Subcontractor Utilization Report

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) \$						0.00

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)
---	--	------------	-----------

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., 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.

EXHIBIT “F2”

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Final Subcontractor Utilization Report

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) \$						0.00
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)	

**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.

EXHIBIT H
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INSURANCE REQUIREMENTS CHECKLIST

6000001498 Ground Application Services		
TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements	Bodily Injury & Property Damage <u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>
	(Please note special instructions →)	Special instructions:
X	Occurrence Form	Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.
X	Premises Operations	
	Delete XCU Exclusion (if applied)	
X	Products Completed	
X	Contractual	
X	Independent Contractors	
	Broad Form Property	
X	Personal Injury	
	Blasting	
	Demolition	
X	Watercraft – by exception for Non-Owned or Hull/ P&I	
X	Pollution extension, CPL or separate EIL to cover herbicide treatment applications	
	Automobile Liability	Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident)
X	Any Auto Covered	
	To include All-Terrain Vehicle Liability	
	ATVs, UTVs, Buggies or Similar Vehicle	
X	Workers' Compensation and Employer's Liability	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>
X	Environmental Impairment Liability (or GL pollution extension or CPL) (To include herbicide application coverage)	<u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>
South Florida Water Management District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability. Contractor must grant Waiver of Subrogation endorsement in favor of the District for all coverages. Contractor must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404. Endorsements must be listed on the certificate and copies provided.		
The Certificate holder shall be designated as: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		Insurance Requirements reviewed by: James Leslie 01/24/2024



EXHIBIT I
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

WORK ORDER NO: PO NO: 950000 _____ 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: _____
In accordance with Contract No.460000 _____, dated _____ for _____, the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in Exhibit B-X {Insert B-1, B-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. Exhibit C-X{Insert C-1, C-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 specified below.	
1. Work Order Start Date: _____	2. Completion Date: _____
3. Work Order Type & Funding: <i>Not To Exceed</i> <input type="checkbox"/> <i>Time & Materials/Not-to-Exceed</i> <input type="checkbox"/> <i>Fixed</i> <input type="checkbox"/> Current FY _____ \$ _____ Total Work Order Amount: \$ _____ *Multi-Year Funding: <input type="checkbox"/> Yes <input type="checkbox"/> No PR# _____ *FY _____ Amount \$ _____ *FY _____ Amount \$ _____ *FY _____ Amount \$ _____ *Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 3.1 of Exhibit A	
4. Small Business Enterprise (SBE) Participation: SBE Contract <input type="checkbox"/> / Work Order <input type="checkbox"/> Participation Goal: _____ % <input type="checkbox"/> NA New subcontractor proposed for this Work Order? SBE Utilization for this Work Order: _____ % <input type="checkbox"/> N/A Select one: <input type="checkbox"/> YES <input type="checkbox"/> NO Subcontractor Name(s): _____ Name: _____ _____ Accepted by: _____ Date: _____ Procurement SBE Section	
Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	SFWMD Approval: _____ CS Initial Accepted by: _____ Procurement Representative Title: _____ Date: _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS (RFP)

RFP 6000001498

SOLICITATION RESPONSE FORMS

REQUEST FOR PROPOSAL 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.

Tab A		Submission deadline met.
		One Original of the Proposal; marked “Original” and 1 Electronic Copy (USB)
		All required documentation to meet the responsiveness and responsibility requirements.
		Completed and signed Compliance Disclosure Form
		Signed Statement of No Suspension Form No. 1112
Tab B		Evidence of Minimum license requirements, if applicable.
		Evidence of the ability to obtain appropriate insurance coverage.
		Firm in Good standing with the Florida Secretary of State (corporations and partnerships).
		Client Reference Forms completed with <u>current</u> names and telephone numbers.
Tab C		Technical section of the Proposal:
		<ul style="list-style-type: none"> • New innovations for applying herbicides more efficiently which results in less herbicide used while still achieving good results.
		<ul style="list-style-type: none"> • Statement of proposed work objective and scope
		<ul style="list-style-type: none"> • Methodology/rationale for the proposed work
		<ul style="list-style-type: none"> • Proposed work plan that includes tasks, milestones, deliverables, completion schedule and list of resources and/or equipment that will be provided
		<ul style="list-style-type: none"> • Project management strategy
		<ul style="list-style-type: none"> • Availability chart of all individuals proposed for services by the Respondent and subcontractors and/or subconsultants, including a summary of each firm’s history, experience, and staffing resources.
		<ul style="list-style-type: none"> • Qualifications of the prime Respondent and proposed subcontractors and/or subconsultants
		<ul style="list-style-type: none"> • Qualifications of individuals 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.
		<ul style="list-style-type: none"> • For all team arrangements (subcontractors and/or subconsultants or joint ventures), provide a list of such parties by contact name, address/telephone number and a summary of how the work will be apportioned. Reager to the Compliance Disclosure Form (Tab A).
Tab D		Cost Proposal

TAB A
COMPLIANCE DISCLOSURE FORM (Page 1 of 4)
SOLICITATION NO.: RFP 6000001498

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
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	
				()	

B. Statements of Material Representation

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

1. Is temporarily or permanently on the District's Suspension List (sign Statement of No Suspension Form No. 1112).
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Is on the State of Florida's Scrutinized List of Prohibited Companies.
5. 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.
6. Has employed or retained any person or company to solicit or obtain a contract resulting from this Solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this Solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.
7. 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.:RFP 6000001498

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, select Current Solicitations/Contract Opportunities).
2. Respondent represents that it shall perform a minimum of twenty-five percent (25%) of the work specified in Part 4
3. Only those employees determined eligible to work within the United States shall be employed under an awarded Contract. By submission of a proposal in response to this solicitation, the Respondent affirms that all employees shall undergo e-verification before placement on a Contract.
4. 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:	()			

5. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of one hundred twenty (120) 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 1.26 of this RFP.
6. Respondent represents that proprietary information, if any, is identified on the following pages of the Proposal:

Page No. of Proposal	Chapter 119 Section Number	Page No. of Proposal	Chapter 119 Section Number

7. 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:

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

COMPLIANCE DISCLOSURE FORM (Page 3 of 4)
SOLICITATION NO.: RFP 6000001498

D. Team Composition Plan

ORGANIZATION STATUS					
<p>Instructions:</p> <p>Identify below the parties that comprise the business association in this Response.</p> <p>Indicate the type and percentage of work to be performed by the prime contractor or subcontractor(s)</p> <p>List each party below or identify on a separate sheet and attach to this Team Composition Plan (Plan).</p> <p>Prime Contractor must perform a minimum of 25% of the work specified in Part 4.</p>					
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					
Subcontractor					
Subcontractor					
Subcontractor					
Joint Venture					
Total Subcontractor Participation			\$		
Total Contract Amount			\$		
Subcontractor Participation Percentage			%		

COMPLIANCE DISCLOSURE FORM (Page 4 of 4)
SOLICITATION NO.: RFP 6000001498

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 Responders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) Proposal as Prime Contractor for the Project described in Part 4 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. 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 may be deemed non-responsive to the requirements of this Solicitation.

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

Authorized Representative Signature Date

Statement of No Suspension
Solicitation No.: RFP 6000001498

The Respondent signifies, by signing below, to the best of its knowledge and belief, that:

1. The Respondent and/or any of its Principals:
 - (a) Are (), are not () presently temporarily suspended or declared ineligible for award of contracts by the South Florida Water Management District (District);
 - (b) Are (), are not () presently permanently suspended or declared ineligible for award of contracts by the District;
 - (c) Are (), are not () presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal agency; and
 - (d) Are (), are not () aware of any proposed team member (subcontractor or subconsultant) that is presently temporarily or permanently suspended or declared ineligible for award of contracts by the District.
2. “Principals” for the purposes of this statement, are defined as sole proprietor, partner, owner, officer or director of a contracting entity.
3. The Respondent shall provide immediate written notification to the Procurement Bureau Chief if, at any time prior to contract award, the Respondent learns that its statement was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This statement is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, in addition to other remedies available to the District, the Procurement Bureau Chief may terminate the contract resulting from this solicitation for default.

Name of Respondent

Signature of Authorized Individual

Date

TAB B
RESPONSIBILITY REQUIREMENTS

LICENSE – Attach copies of applicable licenses

INSURANCE – Enclose copies of applicable Insurance Certificate (If applicable)

REFERENCES – Attach completed reference forms

Attach Equipment List(s) (See Part 2, Item 12.)

TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: RFP 6000001498

The Respondent should provide five (5) references for separate and verifiable projects the same as the current solicited work. Of the five (5) references provided, three (3) must be verifiable and accepted by the District. Past projects must have been completed within the last three years from Response 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.

Note: Do not include proposed team members or parent/subsidiary companies as references in your Response.

A. Prime Respondent Name: _____

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:

[illegible]

TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each proposal, a minimum of three references must be verified. If the first three cannot be reached, call the remaining references.
2. Proposed team members or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, a minimum of three (3) times.
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert unable to contact.
6. If incorrect, invalid or missing information prevents the ability to contact the reference, insert unable to contact, unless able to locate another telephone number through websites or other sources. Do not call the Respondent for information.
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.

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?	
3. Was the project completed within the overall budget?	
4. Were there delays in work progress due to unavailability of contractor personnel?	
5. Did the contractor provide satisfactory and timely responses to your requests for information?	
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal District oversight?	
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	
10. Is the contractor eligible for additional work with your company?	

Questionnaire Completed by (signature): _____ Date: _____

**TAB D
COST PROPOSAL
RATE SCHEDULE**

<i>Positions</i>	<i>Loaded Hourly Labor Rate</i>
Licensed Supervisor	\$ _____
Crew Leader/Applicator	\$ _____
Laborer	\$ _____

- Hourly staff rates shall include costs for: base pay rate, benefit costs, lodging and like expenses, insurance, database entry, fuel, equipment (transport trucks, airboats, boat, Swamp Buggy, ATV, Amphibious ATV or similar vehicles, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR unless provided by the District), Back Packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. Both Supervisor and Crew Leader/Applicator rates include vehicles. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
- The Contractor shall charge for used herbicides and adjuvants at cost.
- There will be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior to the cancellation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

Premium Equipment *

Type: _____	Type: _____
Cost: \$ _____	Cost: \$ _____

***Premium equipment rate does not include hourly labor rate.**

Water Truck**

Capacity \$ _____
Daily Rate \$ _____

**excludes operator. Licensed supervisor/applicator will use this equipment in addition to their application equipment.

Any other Equipment or miscellaneous direct costs shall be negotiated on a work order basis.