

## **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Request for Proposals (RFP) No. 15-002

### **PROFESSIONAL SURVEYING SERVICES**

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida, 32333, is soliciting proposals from qualified firms to perform professional surveying services throughout the District. Based on the written responses and the results of a preliminary certification process, a selection committee composed of District staff will rank firms certified as qualified to perform the work. Prior to selection the District may, at its discretion, require a respondent to make a short (15 to 20 minute) oral presentation of the Statement of Qualifications. Based on these presentations and the proposals, the committee will select the highest ranked firms based on the selection criteria and the District will initiate contract negotiations with the selected firm.

The deadline for submission of proposals for Professional Surveying Services and the opening of the sealed responses is 2:00 P.M. EDT on June 11, 2015. The opening of the proposals is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL). The Selection Committee will meet at 2:00 P.M EDT, June 19, 2015 to evaluate and rank the Proposals. If requested by the District, oral presentations will be held at 2:00 P.M. EDT, June 23, 2015. Provisions will be made to accommodate the handicapped provided the District is given at least 72 hours advance notice.

All proposals must conform to the instructions in the RFP and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete RFP package on the District's website at <http://nwfwater.com/business-finance/bids-contracts/> or online from the state Vendor Bid System website at:

[http://www.myflorida.com/apps/vbs/vbs\\_search\\_criteria\\_form](http://www.myflorida.com/apps/vbs/vbs_search_criteria_form). Contact the District by calling (850)539-5999 with any questions about this RFP.

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## **Section 1. GENERAL INFORMATION**

### **1.1 Request for Proposals**

The District is soliciting proposals to perform Professional Surveying Services as described in Section 2- *Scope of Services*.

The selection committee composed of District staff will evaluate and rank the respondents. The District anticipates negotiating contracts with multiple firms. The initial contract shall be for a period of up to three (3) years, with an option for an extension of up to three (3) years at the District's discretion.

### **1.2 Definitions**

For the purpose of this RFP, "respondent" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a response to this RFP.

### **1.3 Purpose**

This RFP provides guidelines for the submission of proposals for consulting services entitled: **Professional Surveying Services**.

### **1.4 Issuing Office, Date and Location of Opening**

Resource Management Division  
Northwest Florida Water Management District  
81 Water Management Dr.  
Havana, FL 32333

Hereinafter referred to as the "District"

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY  
2:00 P.M. EDT, JUNE 11, 2015.**

### **1.5 Development Costs**

The District shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare the proposals simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

## **1.6 Inquiries**

The Procurement Officer may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposals documents. District staff is not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Officer and must be in writing. All questions regarding this RFP shall be emailed or faxed to (Elaine McKinnon; Elaine.McKinnon@nwfwater.com; 850-539-2777) no later than May 29, 2015. Inquiries shall reference the date of the RFP opening and RFP title and number. Firms are responsible to check the District's website and on the State of Florida's Vendor Bid System website for District responses to the questions presented.

The District will provide answers to substantive questions in the form of a written Question and Answer Addendum. The District will post written addenda on its website and on the State of Florida's Vendor Bid System website at least seven calendar days before the proposal opening date (see Section 1.10- Addenda).

## **1.7 Timetable**

The District and respondents shall adhere to the following schedule in all actions concerning this RFP.

<u>Date/Time</u>	<u>Action</u>
May 15, 2015	District issues Request for Proposals
May 29, 2015, 5:00 P.M.	Deadline for written inquiries
June 11, 2015, 2:00 P.M. *	Opening of sealed Proposals
June 19, 2015, 2:00 P.M. *	Selection Committee meets to rank Proposals
June 23, 2015, 2:00 P.M. *	If Requested by District, oral presentations and determination of final rankings

\*Denotes a public meeting. All times denote Eastern Daylight Time (EDT). Respondents may but are not required to attend.

Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Wendy Dugan, Division of Administration, at (850) 539-5999 at least five (5) workdays prior to a public meeting.

If oral presentations are determined to be needed, respondents selected for oral presentations will be notified in advance of the presentation date.

## **1.8 Delays**

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting on the District's website and the State of Florida's Vendor Bid System website.

## **1.9 Submission and Withdrawal**

**Respondents shall submit five (5) copies of the Proposal.** Proposals must be hard copy. Fax and email transmittals will not be accepted. The respondent may submit the proposal in person, by courier, or by mail. Please see Section 3.2- *Packaging Requirements* for more information.

The District will receive proposals at the following address:

Northwest Florida Water Management District  
Attn: Agency Clerk  
81 Water Management Drive  
Havana, Florida 32333

**Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.**

*For deliveries via courier service, please use the address below:*

Northwest Florida Water Management District  
U.S. Highway 90 west, 10 miles west of Tallahassee

The District cautions respondents to assure actual delivery of mailed or hand delivered proposals directly to the Agency Clerk prior to the deadline set for opening. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before proposal opening time. Proposals received after the established deadline **will not** be considered.

Receipt of a proposal by any District office or personnel other than the District receptionist or the Agency Clerk does not constitute "delivery" as required by this RFP.

A respondent may withdraw a proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the respondents.

Upon opening, proposals become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to

disclosure provided by law in the response to the RFP by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Proposals will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) working days after the proposal opening, whichever is earlier.

### **1.10 Addenda**

If revisions become necessary, the District will provide written addenda and post addenda on the District's internet website and on the State of Florida's Vendor Bid System website. **All addenda issued by the District will include an addendum acknowledgment form which must be signed and included with any proposals that are submitted to the District.** In the event multiple addenda are issued, a separate acknowledgment form for each addendum must be included with the proposal at the time it is submitted to the District. Prospective respondents are responsible for determining whether addenda have been issued and are advised to check the websites or with the Procurement Officer prior to submitting their proposal.

### **1.11 Equal Opportunity**

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex or disability.

It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by Minority and Women's Business Enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their proposals (Vendor Registration Form attached). For further information on designation as a minority business enterprise, prospective bidders may contact the District's Accounting Office at (850) 539-5999.

### **1.12 Oral Presentations**

At its discretion, the District may require a respondent to make an oral presentation of the proposal. These presentations provide an opportunity for the respondent to clarify the proposal for the District. The District will schedule any such presentations at its discretion.

### **1.13 News Release**

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this RFP or the service or any project to which it relates.

### **1.14 Insurance**

The respondent, if awarded a contract, shall maintain adequate insurance coverage. In the event the respondent is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and cancellation of any ensuing contract.

### **1.15 Convicted Vendors**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.16 Discriminatory Vendors**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

### **1.17 Prohibited Contact**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **1.18 Protests**

If a potential respondent protests any provisions of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Request for Proposals on the District's website and on the State of Florida's Vendor Bid System website. **"Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120 of Florida Statutes."**

### **1.19 Challenge of District's Intent to Award Contract**

If a respondent intends to protest District's intent to award contract, the notice of intent to protest must be filed in writing within 72 hours after posting of a notice of intent to award contract and the respondent shall file a formal written protest within ten (10) days after filing of 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 (2014).

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

### **1.20 Vendor Checklist**

Please review this checklist (RFP #15-002) to ensure that you have properly followed the instructions. Many Bids and Proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- ☐ Have you performed a final review of your response to ensure you included all required documentation?
- ☐ Have you signed the Acknowledgment form in Section 6 and included it in your package?
- ☐ **IS YOUR ENVELOPE PROPERLY MARKED?** See Section 3.2- *Packaging Requirements* for further details. (Most rejected proposals are caused by the respondent failing to properly mark their package. All incoming correspondence is

opened when received unless properly marked for a specified opening date and time. If your proposal is opened prior to the designated date and time, it cannot be considered).

- ☐ Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.

## **Section 2. SCOPE OF SERVICES**

The Northwest Florida Water Management District (District) is soliciting proposals from qualified consulting firms to perform professional surveying services throughout the District for a period of three (3) years. Services will be provided following the selection process and upon negotiation and execution of a satisfactory agreement with the selected firm.

The District requires surveying services for a variety of program areas including but not limited to construction of stormwater management facilities, land management and acquisition activities, wetland restoration projects and minimum flows and levels. Examples of the surveying services that may be required are listed below. This is not intended to be a comprehensive list of surveying services and additional services other than those listed below may be required. Typical surveying services include:

- establishment of temporary and permanent benchmarks
- boundary surveys of property
- certified acreage determinations
- topographic and utility locations including but not limited to: curbs, pavement areas, sidewalks, driveways, walls, fences, utility locations including overhead and all other site improvements
- project site surveys of storm drains, sanitary sewer manholes and catch basins to determine the invert and rim elevations and to verify existing pipe sizes
- elevation surveys sufficient to develop one-foot contours extending to the centerline of adjacent streets
- the location of trees 2" and larger in diameter on project sites
- wetland delineation surveys, including flagging wetland boundaries and surveying of flagged vegetation or hydrologic features
- surveys to establish elevations at monitoring sites, including wells, rainfall gages, and surface water (staff) gages
- surface water elevation in existing ponds
- surveys of stream, river and drainage channel cross sections and topographic transects of adjacent floodplain communities for use in hydraulic/hydrologic modeling, floodplain mapping, and surface water model development

- surveying dimensions and elevations of streams, rivers, channels and adjacent floodplains including underwater section dimensions and water depths, dimensions and elevations of hydraulic structures such as bridges, culverts, dams, spillways, roadways and other structures in streams and channels
- detailed elevation surveys of surface water features sufficient to develop one foot contours

The District may acquire various acreages ranging from a few acres to large tracts containing several hundred acres that require surveying. Most of the acquisitions will require only boundary mapping and certified acreage determinations. A demonstrated ability to accomplish accurate perimeter surveys utilizing photogrammetric or other methods is essential. The firms applying should demonstrate specialized expertise in surveying wetland properties and the handling of large acreage tracts particularly in northwest Florida. Assignments may also include serving as a consultant to the District in evaluating independently submitted surveys. Some acquisitions may require determination of ordinary high water or mean high water (or of "safe" lines), and the selected firm should exhibit familiarity and expertise with such determinations.

Required work products may include maps, drawings, photographs, spreadsheets or ASCII files containing raw/point data, and ArcGIS shapefiles with appropriate metadata.

## **Section 3. RULES FOR PROPOSALS**

### **3.1 Compliance**

All proposals must comply with applicable Florida Statutes, laws and rules.

### **3.2 Packaging Requirements**

To facilitate processing, the face of the envelope or box containing the proposals shall state in capital letters:

**“SEALED PROPOSAL RFP 15-002, PROFESSIONAL SURVEYING SERVICES, TO BE OPENED JUNE 11, 2015, 2:00 P.M. EASTERN DAYLIGHT TIME (EDT), AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.”**

The sealed envelope or box shall also include the respondent's name and business address. **Proposals timely received but not properly sealed and marked may not be considered.** Respondents shall submit **five** (5) copies of the proposal in a sealed, opaque envelope or box.

Respondents who utilize courier service packing and shipping materials should place the proposals in a sealed and labeled envelope or box inside the courier-supplied shipping materials. Please see Section 1.9- *Submission and Withdrawal* for more information.

### **3.3 Proposal Delivery Responsibilities**

It is the respondent's responsibility to ensure that his/her proposal is delivered at the proper time and place of the opening. Proposals that are for any reason received after the established deadline will not be considered. Proposals by telegram, telephone, e-mail or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 2:00 P.M. EDT.

### **3.4 District Forms**

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with proposals.

### **3.5 Contract Negotiations**

The District will negotiate contracts and fees with the highest ranked-firm(s) at compensation determined to be fair, competitive, and reasonable. The District anticipates executing contracts

with one or more firms after conducting negotiations and obtaining appropriate approvals. The District may negotiate contracts with more than one of the firms receiving the highest evaluations. The final negotiated contract(s) and rates may be subject to approval by the District's Governing Board.

### **3.6 Contract Awards**

The District anticipates entering into a three-year contract with the respondent who submits the proposal judged by the District to be most advantageous. The District reserves the right to award more than one contract if it is in the District's best interest.

The respondent understands that this RFP does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all proposals, to negotiate with apparent best qualified respondents, to waive any informalities of a minor nature, and to solicit and re-advertise for other proposals. Mistakes clearly evident on the face of the proposal documents, such as computation errors, may be corrected by the District.

All negotiated contracts are subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a contract award shall be posted in the office of the Agency Clerk. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

### **3.7 Contract Operations**

The selected firms will enter into a contract with the District. The contract will specify compensation amounts in addition to invoicing, reporting, payment schedule requirements, and any other provisions stipulated by the District.

Task Orders and/or Task Change Orders, as either lump sum fixed cost amounts or on a cost reimbursement basis, will be issued for individual tasks or project activities over the duration of contract and project period as needed. Prior to issuance of a Task Order and/or Task Change Order, a written fee quotation and schedule will be solicited from the selected firm for the specified work. The fee quotation and schedule may be accepted, negotiated, or rejected, and must be within the provisions stipulated by the contract.

The District will issue a Task Order to the Firm deemed to be the most qualified by the District in its sole judgment and discretion. Factors that may be considered by the District

in making this determination include, but are not limited to, familiarity with the geographical area of the project, past performance, availability and ability of professional personnel, and ability to perform tasks in a timely manner.

This solicitation does not provide any guarantees regarding the quantity or dollar amount of Task Orders that may be issued under this RFP. The successful award of a Contract does not guarantee that any individual Task Order will be given.

The selected firm must be capable of commencing work within 15 days of the issuance of a Notice-to-Proceed by the District. The selected firm will be required to commit personnel and resources as necessary to perform, without interruption, all work associated with the project. Financial consequences for failure to initiate work within the specified time, for late performance, or for non-performance within agreed-upon schedules will be included in the contract or Task Order for services.

Reports prepared by the consultant shall contain the results of the data collected and other pertinent information regarding the work or phase of work. Electronic files of all information developed and presented also shall be provided to the District at the time of the Report(s) submission.

The contract will take precedence in the event of any conflict between language in the contract and this RFP.

## **Section 4. PROPOSAL REQUIREMENTS**

Proposals submitted for RFP 15-002 for professional surveying services to the Northwest Florida Water Management District, should at a minimum include the following information:

1. Firm name and business address, and location of branch offices (if any). Firm name and business address of subcontractors (if any) who may be utilized to provide services to the District.
2. A description of the qualifications of the firm in providing similar assignments. A brief description of the Respondent's organization, size, range of activities, project team organization chart, and any other appropriate information to describe the organization.
3. A list of the individuals available in the firm to perform work on assigned tasks and a resume for each listed individual detailing their qualifications, experience and expertise in similar projects. This should include the individual's title and a description of his/her specific role(s) in the completion of the tasks.
4. A summary of the current and projected work load of the firm as related to the capacity of the firm to complete projects between 2015 and 2018, and the delivery plan the respondent will use to ensure the District will receive all deliverables including electronic data in a timely manner.
5. The project management and peer review/quality assurance plan that will be employed in the completion of assigned tasks.
6. A minimum of three (3) client references including the client name, address, telephone number and contact, for whom the firm has performed similar work in the past five years.
7. Identification of known or potential for conflict(s) of interest in performing the tasks requested herein.
8. Other materials or information that would assist the District in evaluating the proposal.
9. A summary of any pertinent litigation filed against the firm during the last three years.
10. If applicable, a statement of the firm's status as a designated or certified Minority or Women's Business Enterprise.
11. The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their proposals the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or

employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

## **Section 5. EVALUATION OF PROPOSALS**

Evaluation of the proposal materials will be carried out by staff of Northwest Florida Water Management District using the criteria listed below;

### **5.1 Consultant Selection**

The selection committee will evaluate submitted Proposals based on pre-established selection criteria (see Section 5.2- Selection Criteria). The District may require public presentations from firms regarding their qualifications and ability to perform the required services. Based on these the selection criteria set forth below, and possible oral presentations, the selection committee will rank, in order of preference, the firms submitting Proposals.

### **5.2 Selection Criteria**

The following criteria will be used to select, in order of preference, no fewer than three (3) firms deemed to be the most qualified to perform the required work.

- Firm's capabilities to provide timely, cost-effective surveying services to the District for a period of three (3) years.
- Experience and expertise of the firm in surveying services.
- Adequacy of personnel assigned to perform surveying services.
- Past performance of the firm in providing surveying services in Florida, especially northwest Florida.
- Location of the firm and assigned project management and technical staff.
- Overall technical quality of the proposal and responsiveness to the general proposal requirements.
- Past performance of the firm in providing services to the District.
- Designation as a Minority or Women's Business Enterprise.

## **Section 6. ACKNOWLEDGEMENT**

I, the undersigned, having read Sections 1 through 6 of RFP #15-002, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the proposal contained herein.

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Authorized Signature

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Position or Title

---

Typed or Printed Name of Above Signature

---

Agency or Company

Unsigned proposals may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

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Wendy Dugan, Agency Clerk  
Northwest Florida Water Management District

**ATTACHMENT A**

**DRAFT Agreement for Contractual Services  
Agreement for Professional Surveying Services**

**Between**

**Northwest Florida Water Management District**

**and**

**CONTRACTOR NAME**

**(NFWFMD Contract Number 15-xxx)**

This agreement is by and between the Northwest Florida Water Management District, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) and CONTRACTOR name and address (hereinafter, the CONTRACTOR). The DISTRICT and the CONTRACTOR hereby agree as follows:

**SECTION 1 – SCOPE OF SERVICES**

- A. The CONTRACTOR shall perform and render all services as an independent CONTRACTOR of the DISTRICT and not as an agent, representative or employee of the DISTRICT. Services shall be provided in accordance with the CONTRACTOR's proposal submitted under RFP 15-002 entitled "Professional Surveying Services" incorporated herein by reference, and Task Orders when issued to the CONTRACTOR, at the discretion of the DISTRICT.
- B. New Task Orders issued by the DISTRICT will include a new Task Order number and a statement of work of the services to be performed. Within fourteen (14) days of receipt of any Task Order Request (TOR), issued by the DISTRICT, the CONTRACTOR may be requested to submit a detailed Scope of Work (SOW), detailed fee proposal and schedule to the DISTRICT based on the project description specified by the DISTRICT or its authorized representative as the "Scope of Work" for the TOR. All work by the CONTRACTOR associated with preparation of SOWs, detailed fee proposals and, schedules shall be solely at the expense of the CONTRACTOR.
- C. Within seven (7) days of delivery of a SOW, schedule, and detailed fee proposal for any TOR issued by the DISTRICT, the CONTRACTOR shall meet with DISTRICT representatives to negotiate the final SOW and fee for the Task Order. At the discretion of the DISTRICT, negotiations concerning the SOW and fees may be conducted by teleconference at a date and time specified by the DISTRICT.
- D. As part of this Agreement, the CONTRACTOR may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the DISTRICT. Such requests would also be through a Task Order negotiated at a fair price for goods and services.
- E. Prior to the CONTRACTOR's commencement of work, the DISTRICT shall provide and transmit to the CONTRACTOR an approved Task Order and Notice to Proceed.
- F. The DISTRICT shall compensate the SURVEYOR for services rendered under this Agreement in accordance with Exhibit "A," Schedule of Costs, attached hereto and by reference made a part hereof.

## **SECTION 2 – RESPONSIBILITIES OF CONTRACTOR**

- A. The CONTRACTOR is responsible for the timely completion and professional quality and technical accuracy of all work and services provided to the DISTRICT under the terms of this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the DISTRICT in reports, drawings, and in conjunction with all other services provided for under this contract.
- B. The DISTRICT's approval of survey work, field activities, reports, drawings, other services, and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of his work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all work in accordance with the Quality Assurance requirements set forth in the CONTRACTOR's proposal with said work performed in accordance with the generally accepted standards and professional practices. The DISTRICT's review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performance of this Agreement.
- C. The surveying services by the CONTRACTOR shall be conducted by or under the responsible charge of a Registered Florida Professional Land Surveyor holding a valid Florida Certificate of Registration, and said Surveyor shall provide professional and technical services in accordance with acceptable surveying practices and ethical standards, those standards and specifications required under this Agreement, and in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida, Chapter 61G17-6, F.A.C.
- D. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the DISTRICT caused by the CONTRACTOR's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the DISTRICT.
- E. The CONTRACTOR's obligations under this section are in addition to the CONTRACTOR's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the DISTRICT may have against the CONTRACTOR for deficiencies in work.
- F. The CONTRACTOR agrees to indemnify, defend, save, and hold harmless the DISTRICT from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida Law.
- G. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, 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 award or making of this agreement.
- H. The CONTRACTOR shall submit to the DISTRICT's designated representative all original sketches, tracings, drawings, computation details, design calculations, field books and all other documents and plans that are products of CONTRACTOR's services described in this Agreement. The CONTRACTOR

may retain copies of all work products created pursuant to this Agreement. Surveying products submitted by the CONTRACTOR shall become the sole property of the DISTRICT.

- I. All notes and work products associated with the services performed herein shall be open for review by the designated representative of the DISTRICT during normal working hours of the CONTRACTOR and at all times during field survey and processing period.
- J. The CONTRACTOR agrees that (name of registered surveyor), PLS, shall be responsible for actively supervising all surveys and other services provided to the DISTRICT under the terms of this Agreement. The DISTRICT, in its sole discretion, must approve or disapprove in writing any request by the CONTRACTOR that a different employee be responsible for supervising such surveys or other services. In the event (name of registered surveyor) is not available to supervise the survey work, the DISTRICT may, but shall not be required to, approve a substitute if in its sole discretion, the DISTRICT declines to approve the substitute, then this Agreement may be terminated by the DISTRICT.
- K. For each task order, the CONTRACTOR shall provide to the DISTRICT'S designated representative a verbal weekly progress report and a written monthly report detailing the following:
  - 1. Progress level, i.e. whether the survey is on schedule;
  - 2. Work accomplished since last report;
  - 3. Anticipated delays, if any;
  - 4. Anticipated work schedule to complete work; and
  - 5. Notify if CONTRACTOR needs support or assistance from the District to complete the task.

### **SECTION 3 – TRUTH-IN-NEGOTIATIONS**

The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the contract.

### **SECTION 4 – COMPENSATION**

- A. Maximum compensation shall be determined by the Task Orders issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board. Each Task Order shall stand apart from all other Task Orders and shall not extend a SOW or funding to or from another Task Order.
- B. The CONTRACTOR shall submit invoices monthly based upon a percentage of completion or interim milestone for each task as defined in a Task Order. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Task Order to assure the availability of funding for final payment.
- C. Unless otherwise specified within a Task Order, the compensation amount will be determined on the basis of the unit prices as set forth in Attachment A, attached hereto and made a part hereof; or on the basis of a negotiated fixed fee. Compensation for all Task Orders and if required sub tasks of

each Task Order will be pre-approved by the DISTRICT and subject to negotiations as outlined in SECTION 1. Any direct expenses required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the DISTRICT in the Task Order. The basis of compensation shall be pre-determined for each task as outlined in Attachments A. All travel shall be in accordance with S.112.061, Florida Statutes and must be pre-approved by the District.

- D. Two copies of each invoice, including appropriate backup documentation, shall be submitted to:

Chief, Bureau of Finance and Accounting  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, FL 32333

#### **SECTION 5 – TIME OF PERFORMANCE**

- A. This Agreement is effective on the date of execution and shall remain in effect for 3 years (36 months) from the effective date of the contract subject to the availability of appropriated funds in each fiscal year.
- B. By formal amendment in writing and agreed upon by both parties, the DISTRICT may renew the contract for a time period not exceeding the original contract period, subject to availability of appropriated funds in each fiscal year.

#### **SECTION 6 – APPROVALS AND NOTICES**

- A. The DISTRICT's project manager is Linda Chaisson, telephone number (850) 539-5999, unless otherwise assigned in an individual Task Order. The CONTRACTOR'S project manager is \_\_\_\_\_, telephone number 850-xxx-xxxx. All matters should be coordinated with or directed to the appropriate person for proper disposition.
- B. Any notice or other written communications between the CONTRACTOR and the DISTRICT shall be considered delivered when posted by certified mail or delivered in person to the respective project manager.
- C. No amendment to this agreement shall be effective unless reduced to writing and executed by the parties hereto.
- D. The DISTRICT and the CONTRACTOR may, by written order designated to be a Task Change Order, agree that additional work shall be undertaken for Task Orders issued within the general scope of this agreement.
- E. All work shall progress as stipulated and provided in approved Task Orders as described in Section 1 - Scope of Services.
- F. The DISTRICT shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.

- G. The CONTRACTOR agrees to assume responsibility for all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law.
- H. The DISTRICT may unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with the Agreement.

#### **SECTION 7 – INSURANCE**

The CONTRACTOR agrees to maintain adequate insurance coverage as described below. In the event the CONTRACTOR is a self-insured organization, different insurance requirements may apply. The CONTRACTOR shall obtain all coverage as may be required by Florida law, including Workers Compensation. Further, the CONTRACTOR shall be insured for vehicle liability and public liability, with limits not less than \$300,000 per person, \$500,000 per occurrence for personal injury, and \$300,000 for property damage coverage. Evidence of all such insurance satisfactory to the DISTRICT shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the DISTRICT of cancellation or any material change in the terms of the insurance policies.

#### **SECTION 8 – SUBCONTRACTS**

- A. The CONTRACTOR shall not subcontract, assign or transfer any work under this Agreement without the written consent of the DISTRICT. Any subcontractors who may be employed by the CONTRACTOR and approved by the DISTRICT must also adhere to all provisions of this Agreement. Subcontractors included in the CONTRACTOR's proposal for this contract are pre-approved for use under any Task Order or Purchase Order.
- B. When applicable the CONTRACTOR shall include the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The CONTRACTOR agrees to notify the DISTRICT of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the DISTRICT. The CONTRACTOR agrees to provide the DISTRICT with an executed copy of all subcontracts within ten days after the effective date of the agreement.
- D. The CONTRACTOR agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the DISTRICT harmless from any liability or damages arising under or from any subcontract hereunder.

#### **SECTION 9 – TERMINATION OF AGREEMENT**

- A. The DISTRICT or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.

- B. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the reason and effective date thereof. The CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the contract, without prejudice to any other rights the DISTRICT may have as a result of such breach.
- C. The DISTRICT or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The DISTRICT's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- D. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate the contract by the DISTRICT, the CONTRACTOR will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the DISTRICT's satisfaction before the contract termination is final. During this resolution period the CONTRACTOR will not initiate any new tasks requiring additional compensation without written approval by the DISTRICT.
- E. The DISTRICT may at any time and for any reason terminate this Agreement at the DISTRICT's convenience. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- F. The CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the contract including but not limited to the right to consequential or incidental damages.
- G. In the event the DISTRICT terminates this Contract, the CONTRACTOR shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the CONTRACTOR as of the date of termination. The CONTRACTOR agrees that it will make no such commitments prior to receiving written approval from the DISTRICT.

#### **SECTION 10 – REPORTS REQUIRED**

- A. The CONTRACTOR will provide the DISTRICT with any and all survey reports, maps, or other documents resulting from Task Orders and associated detailed SOW and schedule. Unless otherwise specified, all written materials, documents, plans, model results and maps submitted to the DISTRICT in a hard copy format by the CONTRACTOR shall also be provided in an electronic format as specified by the DISTRICT. Surveys, data, diagrams, and other documents shall be submitted in photo-reproducible form, prepared by the CONTRACTOR so as to require a minimum of modification prior to inclusion in a final report.

- B. The CONTRACTOR shall be responsible for the validation of all field analytical data collected by the CONTRACTOR and shall be responsible for the accuracy of all surveys and reports submitted to the DISTRICT.
- C. Survey information and reports submitted by the CONTRACTOR shall be submitted in accordance with the CONTRACTOR's Quality Assurance Plan and review procedures as outlined in the CONTRACTOR's proposal incorporated herein by reference.

#### **SECTION 11 – OWNERSHIP OF DOCUMENTS**

All surveys and reports produced and other data gathered by the CONTRACTOR for the purpose of this Agreement shall become the property of the DISTRICT without restriction or limitation upon their use and shall be made available by the CONTRACTOR at any time upon request of the DISTRICT.

#### **SECTION 12 – RELEASE OF INFORMATION**

The CONTRACTOR agrees not to divulge any information obtained in connection with the performance of services under this contract to anyone other than the DISTRICT unless authorized in writing by the DISTRICT. All survey information, drawings, specifications, diagrams, reports, documents, etc., furnished by the CONTRACTOR pursuant to this Agreement shall become the sole property of the DISTRICT, and may be subject to disclosure by the DISTRICT under Chapter 119, Florida Statutes. However, the CONTRACTOR shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the DISTRICT in writing.

#### **SECTION 13 – CHOICE OF LAW/FORUM**

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes

#### **SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST**

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit

bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

#### **SECTION 15 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS**

The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with consistently applied generally accepted accounting principles. The DISTRICT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following completion.

#### **SECTION 16 – PAYMENTS**

Payment will be made upon inspection and approval of all deliverables and within 30 days of receipt of an invoice, submitted in sufficient detail for a pre-audit and post-audit review.

#### **SECTION 17 – FINANCIAL CONSEQUENCES**

If the CONTRACTOR fails to provide the survey services at the locations and on the dates specified in the Task Order, the District shall have the right to cancel the Task Order, or deduct the portion of unsatisfactory survey services where the work was unsatisfactory. The CONTRACTOR may at the District's discretion, complete the unsatisfactory survey services to the District's satisfaction and receive full payment for the Task Order.

#### **SECTION 18 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This agreement, including Attachment A, CONTRACTOR's proposal, DISTRICT's Request for Proposals, and subsequent individual Task Orders and supporting documents, hereby incorporated by reference, makes up the entire Agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the DISTRICT and the CONTRACTOR have executed this agreement.

Northwest Florida Water Management District  
Havana, Florida

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Brett J. Cyphers  
Executive Director

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

### Schedule of Costs

- A. The basis of compensation for each Task Order shall be negotiated and approved by the DISTRICT before work commences. Work completed on a cost reimbursement basis will be compensated using the Schedule of Costs in Attachment A. Task Orders may also be compensated on the basis of a negotiated fixed fee. The reimbursement to the CONTRACTOR for any direct expenses (ODCs) required for completion of a Task Order will be billed at actual cost without mark-up and must be identified and pre-approved by the DISTRICT in the Task Order. All travel expenses shall be in accordance with S.112.061, Florida Statutes and must be pre-approved by the District.
- B. The CONTRACTOR shall be compensated by the District for cost reimbursement tasks as follows:

1. Hourly Rate Schedule:

Senior Professional Surveyor	\$xx.xx per hour
Professional Surveyor	\$xx.xx per hour
Survey Party (2 Person)	\$xx.xx per hour
Survey Party (3 Person)	\$xx.xx per hour
Survey Party (4 Person)	\$xx.xx per hour
CADD Operator/Technician	\$xx.xx per hour
Survey Technician	\$xx.xx per hour
Drafter	\$xx.xx per hour
Other personnel	\$xx.xx per hour

**ATTACHMENT B**

Northwest Florida Water Management District  
Bureau of Finance and Accounting  
81 Water Management Drive  
Havana, FL 32333  
Phone (850)539-5999 Fax (850)539-2777

## VENDOR REGISTRATION FORM

### Vendor Information (Please type or print clearly)

Date: \_\_\_\_\_ FEID or SS Number \_\_\_\_\_

E-mail Address (if applicable): \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(It is the vendor's responsibility to promptly notify the District of any change of address.)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Remittance Address: \_\_\_\_\_  
(If different from mailing address)

Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Toll-Free Number: \_\_\_\_\_

Check **one** that best describes your company:

Non-Minority  
Business Classification

Certified Minority  
Business Enterprise

Non-Certified  
Minority Business  
Enterprise

Non-Profit Organization

A\_\_\_ Non-Minority  
B\_\_\_ Small Business-State\*  
C\_\_\_ Small Business-Federal  
E\_\_\_ Governmental Agency  
F\_\_\_ Non-Profit Organization  
G\_\_\_ P.R.I.D.E.

H\_\_\_ African American  
I\_\_\_ Hispanic  
J\_\_\_ Asian/Hawaiian  
K\_\_\_ Native American  
M\_\_\_ American Woman

N\_\_\_ African American  
O\_\_\_ Hispanic  
P\_\_\_ Asian/Hawaiian  
Q\_\_\_ Native American  
R\_\_\_ American Woman

S\_\_\_ 51% or more Minority Board of Directors  
T\_\_\_ 51% or more Minority Officers  
U\_\_\_ 51% or more Minority community Served  
V\_\_\_ Other Non-Profit

\*Defined as 100 employees or less and \$3 million or less net worth and domiciled in Florida.

To apply for Florida Minority Business Certification, call (850) 487-0915 to request an application.

This form should be signed below by an officer of the company:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Printed or Typed)