



REQUEST FOR PROPOSALS

RFP 2022-129
PROFESSIONAL SERVICES (CCNA)
CONTINUING CONTRACT

ENGLEWOOD WATER DISTRICT



LEGAL ADVERTISEMENT

RFP 2022-129 PROFESSIONAL SERVICES (CCNA) CONTINUING CONTRACT

The District is requesting proposals from qualified firms for professional architectural design and engineering services, in accordance with the provisions of Florida's Consultants Competitive Negotiations Act (CCNA).

Proposals must be submitted in a sealed envelope, clearly marked "RFP 2022-129, Professional Services (CCNA) Continuing Contract" and delivered to the attention of Bee Ling Wheaton, Purchasing, 201 Selma Avenue, Englewood, Florida 34223. **The deadline for submission is by 2:15 p.m. EST on February 2 (Wed), 2022.** All sealed proposals will be publicly opened and only the names of firms will be read aloud at 2:30 p.m. in the District's Board Room. Proposals received after this date and time will not be considered for award.

Requests for additional information or clarification must be submitted in writing via email to Bee Ling Wheaton, bwheaton@englewoodwater.com. **The last day for submitting requests for information is January 20 (Thu), 2022.** No verbal requests will be entertained. Responses will be provided as an addendum and posted on DemandStar and the District's website.

The Selection Committee Evaluation meeting will be at 2:30 p.m. EST on February 15 (Tue), 2022 in the District's Board Room.

There will be a non-mandatory pre-proposal meeting for this solicitation to be held January 13 (Thu), 2022 at 9:00 a.m. EST, in the District's Board Room.

Information regarding this solicitation may be viewed and downloaded from DemandStar's website at www.demandstar.com or at the District's website www.englewoodwater.com in the Purchasing section.

The District reserves the right to accept or reject any or all offers, in whole or in part, with or without cause and to waive any irregularities and/or technicalities, and to award the contracts on such coverage and terms it deems will best serve the interests of the District.

PUBLISHED: January 6, 2022

www.demandstar.com and www.englewoodwater.com

SECTION 1 GENERAL INFORMATION

THE DISTRICT

The Englewood Water District (District) is a Special District established by the State of Florida and is self-governed through a five member publicly elected Board of Supervisors. The District was created to provide potable water and sanitary sewer service within the service area established by the State. The service area is approximately 44 square miles and straddles the Sarasota and Charlotte County lines.

POTABLE WATER

The District currently meets potable water demands through two water treatment plants. The District has two (2) emergency bi-directional interconnects. The District provides potable water throughout the designated District boundary and in limited areas of unincorporated Charlotte County.

The WTP treats water from two types of sources: 1) surface water from shallow wells and, 2) brackish water from wells in the Intermediate Aquifer. Surface water is treated by conventional lime settling and filtration treatment trains; and brackish water is treated by low pressure reverse osmosis (RO) treatment trains. Both treated waters are combined in a clearwell before being pumped to on-site storage tanks. The high service pump station pumps the finished water into the distribution system.

WASTEWATER

The District has an extended air wastewater treatment facility with a common headworks and four unequally sized ring-steel treatment plants. Effluent and solids are separated within the clarifiers, in each individual plant. The clarifier effluent then flows through the plants disk filters. The effluent is chlorinated before going to the on-site wet well/pumping station. The plant meets class-one reliable standards for reclaimed water irrigation for public access slow rate reclaimed water disposal systems. The District has an ASR well for storage of reclaimed water and a deep injection well for disposal of excess reclaimed water. Nearly 100% of the District reclaimed water is used for irrigation.

The waste activated sludge (WAS) from the treatment process is pumped from the clarifiers, to sludge storage tanks. The District uses centrifuges to dewater the solids prior to disposal at the Charlotte County Landfill.

FIELD OPERATIONS

The potable water transmission and distribution system serves approximately 18,000 connections. There are no off-site pumping, storage, or treatment systems.

The wastewater collection and transmission system serves approximately 16,000 connections. The collection system consists of vacuum sewers, gravity sewers and force mains; and, with 6 vacuum stations and over 89 lift stations.

The reclaimed water transmission/distribution system delivers water at low pressure to golf course ponds and high pressure to direct residential irrigation customers.

SECTION 2 PROJECT OVERVIEW

Englewood Water District (The District) is requesting sealed proposals from qualified and experienced professional engineering firms and consultants to provide professional services related to all public utility aspects for water, wastewater and reclaimed water. It is the intent of the District to enter into non-exclusive continuing services contracts for utility-related professional services and subsequently award Task Orders to the firms whose submitted letters of interest are judged by District staff to be most advantageous, following procedures and methods detailed herein.

It is the intent of the District to select firms whose submitted and demonstrated responses illustrate the highest level of knowledge, experience and ability to perform the tasks outlined as projects are identified; and, based on their firm's ability to provide services for the disciplines of: Civil Engineering; Construction Engineering Inspection (CEI); Electrical Systems Engineering; Environmental Engineering; Geotechnical Services; Geographical Information Services (GIS); Drafting Support Services; and Surveying and Mapping.

The term of the agreement will be for five (5) years, effective from the date of the award, with the option to renew for an additional six (6) month period, with the same terms and conditions as the initial contract.

The following is the anticipated schedule for the Solicitation:

ITEM	EVENT	DATE
1.	RFP Package Published	January 6, 2022 (Thu)
2.	Pre-Proposal Visit	January 13, 2022 (Thu)
3.	Deadline for Receipt of Questions	January 20, 2022 (Thu)
4.	Due Date for RFP Submittals	February 2, 2022 (Wed) by 2:15 p.m.
5.	Selection Committee Evaluation Meeting	February 15, 2022 (Tue) @ 2:30 p.m.
6.	Interviews (If Required)	February 18, 2022 (Fri)
7.	Board Approval	March 3, 2022 (Thu)

SECTION 3 GENERAL INSTRUCTIONS

3.1 Definitions:

- a) Proposer: A person or firm submitting a response to this Request for Proposal.
- b) Contractor: A successful Proposer that is awarded a contract to provide goods or services to the District.
- c) Contract or Agreement: The Request for Proposal, all addenda issued, all affidavits, the signed agreement, all related documents that comprise the totality of the contract or agreement between the District and the Proposer.
- d) Responsible Proposer: A Proposer that has the capability in all respects to perform in full, the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- e) Responsive Proposer: A Proposer whose Proposal conforms in all material aspects to the terms and conditions included in the Request for Proposals.
- f) Specifications: The term “specifications” shall mean any technical requirements specified in this Request for Proposals or any addendum or other document issued specifying technical requirements of the Work/Service.
- f) Subconsultant/Subcontractor: The term “Subconsultant” or “Subcontractor” shall refer to any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly on behalf of the successful Proposer. After award of the contract, any changes to the originally proposed project team (Consultant key personnel or Subconsultants) shall be submitted to the District’s Technical Support Manager for approval.

3.2 Term of Contract: The District anticipates entering into five (5) year contracts, with an option of a six (6) month extension with multiple Proposers.

A sample agreement for services is included for review, in SECTION 7.

This proposal does not constitute an agreement or a contract with the Proposer. The District’s Board of Supervisors will need to approve the final draft of the contract with the successful Proposer. A proposal is not binding until there is a signed agreement by both Parties.

3.3 Method Of Award: Multiple Vendors By Discipline

The District will execute agreements with multiple responsive and responsible proposers for each of the identified disciplines based on the highest ranked firms by the Selection Committee, and with whom the District is able to negotiate reasonable rates, and acceptable terms and conditions.

It is the District’s intent to award contracts to no more than five (5) consultant firms for each category of work.

The District reserves the right to reject any and all Proposals, to waive irregularities or technicalities, according to its best interests. Any sole response received for any discipline may or may not be rejected by the District, depending on available competition or the timely needs of the District. The District shall be the sole judge of the proposal and the resulting agreement, and its decision shall be final.

3.4 Distribution and Allocation of Work

As Projects are funded, The District will send a letter or notification only to those firms who have awarded contracts by discipline. The firms will be required to submit a letter of interest identifying their proposed project manager, his/her specific qualification and experience relating to the specific task being offered and the firms’ ability to complete the task intended. The Letters of Interest received will be evaluated on criteria according to State of Florida statute 287.055, also known as the Consultants Competitive Negotiation Act (CCNA), that will be included in the request for letters of interest. Only then will Firms be ranked and recommended to the District’s Administrator for negotiation of a scope of services. If negotiations with the top ranked firm are not successful, negotiations will begin with number two and then three if necessary.

3.5 Development Costs: Any expenses incurred in conjunction with the preparation of the response to this Request for Proposals (RFP) will be the sole responsibility of the Proposer.

3.6 Request for Clarification: Verbal inquiries will not be accepted. Please email inquiries regarding this RFP to Bee Ling Wheaton, Purchasing Manager, bwheaton@englewoodwater.com by **January 20 (Thu), 2022**.

Responses to inquiries, or any supplemental instructions will be issued in the form of written addenda. All written addenda will be posted on www.demandstar.com and the District's website www.englewoodwater.com in the Purchasing section.

3.7 Pre-Proposal Meeting: A pre-proposal meeting is scheduled for January 13 (Thu), 2022, at 9:00 am EST in the District's Board room for any firm who is interested in touring both the water and wastewater treatment plants. This will be the only time in which the firms may tour the facilities. No questions will be answered during this meeting. Proposers will need to submit questions by e-mail, per Section 3.6 Request for Clarification.

3.8 Preparation of Proposals:

- i) The Proposal submittal forms specify requirements of the services to be performed or items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- ii) The Proposal must be signed by an authorized agent of the Proposer's firm. Failure to sign the Signature Page of the Proposal may render the Proposal non-responsive.
- iii) If applicable, when there is a discrepancy between unit prices and any extended prices, the unit prices will prevail.
- iv) The Proposer may not take any exceptions to the terms and conditions of this Solicitation and contract. Proposers are hereby cautioned that they may be considered non-responsive if Proposals submitted contain modifications, changes, or revisions to the terms and conditions of this Solicitation.

3.9 Addendum: The District may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. The Proposer is solely responsible for ensuring receipt of all addenda and any accompanying documentation. The Proposer is required to acknowledge any and all addenda issued on the Proposal Submittal Signature Form, together with its Proposal.

3.10 Change of Proposal: Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page), with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

3.11 Proposal Submission and Opening of Proposals: Sealed proposals shall be delivered no later than **2:15 p.m. EST, February 2, 2022 (Wed)**, to the following address:

Englewood Water District
Bee Ling Wheaton, Purchasing Manager
201 Selma Avenue, Englewood, FL 34223

All proposals should be clearly marked as **RFP 2022-129 Continuing Contracts for Professional Services, with the name of the Proposer's firm**, on the outside.

Sealed proposals will be publicly opened, and read aloud, on the same day, shortly after the proposals' submission deadline in the District's Board Room. Only names of Proposers will be read at this time.

Proposals received past the deadline will not be considered for award and may be returned at the request and expense of the Proposer, within seven (7) days after the opening of Proposals. Otherwise, they will be discarded, unopened. It is the Proposer's sole responsibility to ensure timely delivery by the due date, time and place listed in this RFP. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

Proposers may withdraw their proposals by written notification to the District at any time before the due date of the RFP. Proposals that are not withdrawn shall, upon opening, be considered as an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the District with services described in the specifications of this RFP, until a proposal has been selected and accepted by the District.

The Florida Public Records Act, §119.071(1)(b), exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), or until 30 days after opening of the Proposals, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

3.12 Presentations/Discussions: The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The District will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations. The discussions/presentations/interviews will be closed to the public per Chapter 286 of the Florida Statutes.

3.13 Proposal Evaluation Meeting: The Proposer is welcome to attend the public evaluation meeting for Proposals to be held on February 15 (Tue), 2022 at 2:30 p.m. EST. Proposals will be evaluated per SECTION 5, Evaluation of Proposals.

3.14 Cancellation of Solicitation: The District reserves the right to cancel, in whole, or in part, any Requests for Proposals, if it is in the best interests of the District.

3.15 Reserved Rights: The District reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason, if it is deemed in the best interests of the District.

The District in its sole discretion, may expand the scope of work to include additional requirements. The District also reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents, upon request, shall provide information the District deems necessary in order to make a determination.

3.16 Contract Extension: The District reserves the right to automatically extend the contract, at the same terms and conditions as the last extension, for a maximum period not to exceed six (6) months, to allow for continuation of service and supplies while a new RFP is being solicited, evaluated, and eventually awarded.

3.17 Warranty: All warranties express and implied will be made available to the District for goods and services covered by this Solicitation, if applicable. All goods provided shall be new (except where allowed, with prior District approval) and be fully guaranteed by the successful Proposer against factory defects and/or workmanship. At no additional expense to the District, the successful Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

3.18 Estimated Quantities: Estimated quantities or dollars are for Proposer's guidance only (not applicable to this solicitation):

- i) Estimates are based on the District's anticipated needs and/or usage;
- ii) The District may use these estimates to determine the Successful Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District will not be obligated to place any order for the given amount subsequent to the award of the contract.

3.19 Cancellation/Termination: The District shall have the right to unilaterally cancel, terminate or suspend the contract, in whole or in part, for whatever reason, by providing the successful proposer with thirty (30) days written notice by e-mail, fax, or certified mail.

Funding for any successive fiscal years is contingent upon appropriation of funds by the District. In the event that funding is unavailable, or not appropriated, the District reserves the right to terminate this contract. The contract will terminate on the last day of the current fiscal year without penalty, or expense to the District.

3.20 Fiscal Non-Funding Clause: In the event that sufficient funds are not budgeted for a new fiscal period, the District shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the District.

3.21 Payments: Upon receipt and approval of the Contractor's invoices, after verification that services/goods have been rendered per terms of the Contract, the District shall pay the Contractor in accordance with the Local Government Prompt Payment Act (F.S.218.74). The Contractor must submit an invoice for payment to the District for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the District. Invoices must be in a form acceptable to the District for payment.

The invoice shall contain the following basic information: the selected proposer's name and address, invoice number, date of invoice, description of the service, the contract number and purchase order number.

The date of invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted in advance of the performance of the work.

3.22 Taxes: The District is exempt from the payment of Federal and State taxes, including sales tax. The Contractor shall be responsible for any local, state, or federal tax, associated with the work arising from this RFP.

3.23 Insurance Requirements: The Contractor and subcontractors (if applicable) shall procure at their own cost, maintain, at a minimum, insurances per the listed coverages during the contractual period and provide the District with current, updated copies of insurances through the life of the contract.

A) Commercial General Liability

Commercial General Liability Insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors (if applicable to this solicitation).

B) Automobile Liability

Will include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per accident and for property damage and bodily injury, with contractual liability coverage for all work done under this agreement.

C) *Professional Liability Insurance*

Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 policy term general aggregate. Occurrence form needed. In the event that the contract allows for professional liability insurance on a claims made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of the contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this contract has been completed.

D) *Workers Compensation*

All employees of the Contractor will have coverage at the statutory limits provided by state and federal laws. The policy will include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease. For Workers Compensation Exemption through the state of Florida, please refer to <https://myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm> for eligibility requirements.

General Requirements

All policies except for the Workers Compensation and Professional Liability shall name Englewood Water District as Additional Insured.

Insurance premiums, and any and all deductibles to the required policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Contractor shall also be responsible for any loss or portion of any loss not covered by any insurance policy.

Before the commencement of any contract work, the Contractor shall submit to Purchasing, Certificates of Insurance with required coverage. These certificates shall provide that the insurances shall not be terminated or expire without notice, in accordance with policy provisions and the Contractor shall maintain such insurances from the commencement until completion of work under this RFP.

At its discretion, the District may review, at any time, coverage, form and amount of insurance required.

Waiver of Subrogation

The Contractor shall require the carriers of required insurances to waive all rights of subrogation against the District, its officers, employees, and agents. The Contractor agrees to obtain any endorsement that may be necessary to have the waiver of subrogation in place. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Additionally, the Contractor, its officers, agents, employees, and any subcontractors agree to waive all rights of subrogation against the District and its insurance carriers for any losses paid, sustained, or incurred but not covered by insurance that may arise from contractual work performed.

3.24 Indemnity: The Contractor will be fully liable for the actions of its directors, officers, members, partners or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, any member of its board of supervisors, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of, or related to the performance or breach of this agreement by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless, the District, and any member of its board of supervisors, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorney's

fees (at both trial and appellate levels), arising from, or relating to, violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of the Contractor's products by the District or any member of its board of supervisors, agents, employees, and assigns, or to the operation or use of the Contractor's products by the District, or any member of its board of supervisors, agents, employees, and assigns in a manner not contemplated by the contract.

Nothing in this agreement shall be deemed to affect the rights, privileges, and immunities of the District, per Florida Statute 768.28.

3.25 Conflicts of Interest: The Florida Code of Ethics regulates the ability of the District to contract with its public officers, employees, and their immediate relatives. Proposers shall disclose any such potential conflicts on the Conflict of Interest Form. Proposers are responsible for reviewing Florida Statute 112.313 to determine if any such conflict exists. If a Proposer is in doubt, they shall seek a conflict of interest opinion from the District or their designated representative, prior to submitting their proposal.

3.26 Non-Discrimination: The District does not discriminate against race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. According to Florida Statute 287.134(2)(a), "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 to provide any goods or services to a public entity; may not be awarded or perform work as a Contractor, a supplier, subcontractor, or Contractor under any contract with any public entity; and may not transact business with any public entity."

3.27 Contact Prohibition: Proposers are instructed not to contact any member of the District's Board of Supervisors, officers, staff members, or agents, other than the authorized District contact person identified in this Solicitation, regarding this solicitation package, or their submittal package, the District's Intent to Award or Reject (if applicable), at any time before the formal award of this RFP. Any such contact shall be cause for rejection of your submittal.

3.28 State Registration Requirements: Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. Please submit a copy of the firm's registration with the proposal submission.

3.29 Licenses, Permits and Fees: The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if required), and comply with all laws, ordinances required. Damages, penalties and/or fines imposed on the District, as a result of the Proposer's failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the successful Proposer.

3.30 Subcontracting: Unless otherwise specified in this RFP, the successful Proposer shall not subcontract any portion of the work, without the prior written consent of the District. Subcontracting without the prior consent of the District shall constitute a material breach of the agreement and may result in termination of the contract for default. The Consultant shall include all subcontractors as "Insureds" under its policies or shall furnish separate certificates and endorsements for each subcontractor.

3.31 Shipping Terms (If applicable): Unless otherwise specified in the RFP, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

3.32 Responsibilities as Employer: The employees or if applicable, subcontractors of the Contractor are not employees or agents of the District. The Contractor shall provide competent employees/subcontractors capable of performing the work required. The District may require the Contractor to remove any employee/subcontractors it deems unacceptable.

3.33 Governing Law and Venue: This contract and all its transactions shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Sarasota County. Each party hereby waives whatever its respective rights may have been in the selection of the venue.

3.34 Truth-In-Negotiation

For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the District shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract. Please complete the attached certificate in this RFP. For purposes of the Certificate, the end of the contract shall be deemed to be the date of final billing or acceptance of the work by the District, whichever is later.

3.35 Drug Free Workplace: The District is a Drug Free Workplace. The attached Drug Free Workplace form should be completed and signed, then returned as part of the RFP submittal.

3.36 Public Entity Crimes: In accordance with Florida Statutes Section 287.133(2)(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/services to a public entity, may not submit a bid on a contract with a public entity for 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, Subconsultant or Contractor 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." Please complete and submit the Public Entity Crime Information form provided in this solicitation.

3.37 Scrutinized Companies:

i) As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

ii) As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the District, every person or entity shall certify on a form provided by the District, that all of the following are true:

- a) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- b) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- c) It is not engaged in business operations in Cuba or Syria.

iii) Penalty:

- a) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the District may terminate the contract;

- b) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigation that led to the finding of the false certification; and
- c) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any projects with the District for three (3) years after the date the District determined that a false certification has been made.

3.38 Disclosure Form for Consultant/Engineer/Architect: The purpose of this disclosure form is to allow the District to identify actual or potential "financial" or "other interests" (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the District's interest in the award of this contract. The District reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

3.39 Collusion: By submitting this proposal, the Proposer certifies that he/she has not divulged to, discussed, or compared his/her proposal submission with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Please complete and submit the Non-Collusive Affidavit. The District reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

3.40 Joint Ventures: The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g. agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The District contract is with one entity and one check is issued.

3.41 Sub-Consultants: A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through the Consultant and not paid directly by the District. Sub-Consultants are allowed by the District in the performance of services identified within this RFP. The Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The District retains the right to accept or reject any Sub-Consultant proposed in the response of successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful Consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the District throughout the duration of the Contract. Neither successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the District. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant needs to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services the Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-Consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of the Consultant.

3.42 Prior District Work: If your firm has prior experience working with the District, **DO NOT assume that this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested.** All submittals must be prepared as if

the evaluation committee has no knowledge of the firm, their qualifications, or past projects. Prior work done for the District may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP. The Proposer's prior performance on previous District contracts may be taken into account in evaluating the Proposal received in response to this solicitation.

3.43 Use of Information from Other Sources: The District reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer sessions, references, and/or other sources in the evaluation process.

The District reserves the right to conduct investigations as deemed necessary by the District to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

3.44 Regulations: Any violation of local, state, or federal law in the performance of this contract shall be considered a material breach.

3.45 Assignment: The Contractor shall not assign any interest in any Contract resulting from this RFP and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the Contractor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

3.46 Amendment: Any amendment, change, or addendum to this Contract is only enforceable, when mutually agreed upon, in writing by both parties and made part of the Contract.

3.47 Changes in the Work: The District may, without invalidating the Contract, order additional work, or make changes by altering, adding to, or deducting from the work, the agreed upon sum being adjusted accordingly. Such work will be executed under the conditions of the original Contract, including labor rates. The change and amount in compensation must be agreed upon in writing. In giving instructions, the District will have the authority to make minor changes to the work, not involving additional cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made without an amendment.

3.48 Completion of Work and Delivery: All work shall be performed, and all deliveries will be made in accordance with good commercial practice. The work and completion dates shall be adhered to by the successful Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the successful Proposer. Under these circumstances, the successful Proposer will notify the District of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the District.

3.49 Failure to Complete Work: If the Contractor fails to deliver or complete the work within the time stated in the contract, then the District reserves the right to cancel the contract and secure services of another Proposer to purchase items or complete the work. Should this authority be exercised, the District will be responsible for reimbursing the Contractor for work that was completed and items delivered and accepted by the District in accordance with contract specifications. The District may, at its option, demand payment from the Contractor, for any additional costs over and beyond the original contract price that were incurred by the District as a result of having to secure the services of another Contractor.

3.50 Correcting Defects: The successful Proposer will be responsible for promptly correcting any deficiencies, at no cost to the District, either within seven (7) calendar days after the District notifies the successful Proposer of such deficiency in writing, or a mutually agreed upon date. If the successful Proposer fails to correct the defect, the successful Proposer

may be in default of the contract. The District may also procure the products or services from another source and charge the successful proposer for any additional costs that are incurred by the District for this work or items.

3.51 Collection of Fees, Assessments and Taxes: By acceptance of an agreement, the Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The District may require verification and satisfaction of all delinquencies and currently due fees, assessment, and taxes prior to submittal due date. The District may conduct annual review for any fees, assessments, and taxes.

3.52 Discrepancies, Errors and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the District's Purchasing Manager. Should it be necessary, a written addendum will be incorporated to the RFP. The District will not be responsible for any oral instructions, clarifications, or other communications.

3.53 Omissions in Specifications: The scope of services or description of items contained in this RFP describes the various functions and classes of work required, as necessary for the completion of this project. Any omissions of inherent technical function or classes of work within the specification and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

3.54 Conflicts within the Solicitation: Where there appears to be a conflict between General Instructions, Scope of Services, Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services, and then the General Instructions.

3.55 Force Majeure: The District and the successful Proposer are excused from performance of their responsive obligations under the contract, when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes, or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- i) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely report with respect thereto during the period of the force majeure;
- ii) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure;
- iii) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and
- iv) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term. Economic hardship of the successful Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to the duration which either party's performance is suspended under this section.

3.56 Public Inspection: Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119. A time-limited exemption from public inspection is provided for the contents of any replies pursuant to Florida Statutes, Section 119.071(1)(b). Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies.

3.57 Sunshine Law Exemptions: The exemption under Florida Statutes 286.0113 provides that for all “competitive solicitations:”

- i) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation;
- ii) Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation;
- iii) Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- iv) Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.0113 and s. 24(b), Art. 1 of the State Constitution.

An exemption from the Sunshine Law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until thirty (30) days after opening of the bids, proposals, or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

3.58 Retention of Public Records: The Contractor shall keep and maintain public records and fully comply with Florida Statutes 119.0701. The timeframes and classification for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (Refer to <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

If requested, the Contractor must provide the District, at no additional cost, a copy of the requested records, or allow the records to be inspected or copied within a reasonable time.

3.59 Proprietary/Confidential Information: Proposers are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this solicitation that the Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret, or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the District may, in its discretion, either communicate with the Proposer in writing in an effort to obtain the Proposer’s withdrawal of the confidentiality restriction, or endeavor to redact and return that information to the Proposer, and if appropriate evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

3.60 General Exemptions from Public Meetings: Per Florida Statute 286.0113, competitive solicitation which includes the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement are exempted from public meetings.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statutes 286.011 and s.24(b), Art. 1 of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes 286.011 and s.24(b), Art. 1 of the State Constitution.

A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording of, and any records presented at the exempt meeting are exempt from Florida Statutes, s 119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision or until 30 days after opening of the bids, proposals, or final replies, whichever occurs earlier.

If the District rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, s.119.07(1) and s.24(a), Art. 1 of the State Constitution until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals or replies.

3.61 Vendor Protest: The Proposer must submit a notice of protest in writing to the Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFP number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning points. Only a Proposer whose Proposal was submitted in time and fully complies with all terms and conditions of the RFP may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

3.62 Non-Exclusivity: There is no guarantee of certain services, volume of work or quantity of projects. The District reserves the right to utilize professional services from other companies or perform “in house” services for any purpose it deems appropriate. The District may procure the services of any Contractors at any time, for any project, other than those selected.

3.63 Fraud and Misrepresentation: Any individual, corporation, or other entity that attempts to meet contractual obligations with the District through fraud, misrepresentation, or material misstatement, may be debarred for up to three (3) years. The District may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

3.64 Disqualification: The District reserves the right to disqualify responses before or after submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor. The District also reserves the right to waive any immaterial defect or informality in any of the responses, to reject any or all Proposals in whole, or in part, or to reissue a Request for Proposal.

3.65 Additional Fees and Surcharges (If applicable): Unless specifically provided for in the contract/agreement, the District will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

3.66 Severability: If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be in applicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

3.67 Unauthorized Alien Workers: The District will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the

Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the District.

3.68 E-Verify: The District, Contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

3.69 Minimum Wage Requirements: The successful Proposer will comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

3.70 Purchase of Other Items/Services (If Applicable): The District may purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the District may request a price quote from the successful Proposer on the contract. The District, at its discretion will determine if the prices offered are reasonable and may choose to purchase the goods or services from the successful Proposer, or from other Vendors.

3.71 Other Governmental Agencies: The successful Proposer may allow other governmental agencies to utilize this contract and purchase goods and/or services, under the same terms and conditions of the contract.

END OF SECTION 3

SECTION 4

SCOPE OF SERVICES

4.0 **Scope of Services:** A “continuing contract” is a contract for profession services entered into in accordance with the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, and for a study activity if the fee for each individual study under the contract does not exceed \$500,000.

Firms have the option to qualify for one or more disciplines. Each selected firm may enter into a multi-year contract with the District. After award of contract as each project is identified, the District will request “Letters of Interest” from those consultants who have been selected within the Discipline that best fits the project. The most qualified consultant will be requested to submit a scope and fee for the project. Award of a consultant does not guarantee any future work to be awarded. Services may be required for a full range of utility projects including but, not limited to, construction cost estimation; civil; structural; mechanical; electrical/instrumentation including plant SCADA system planning, installation, and training; environmental; and industrial. Other service specialties shall include, but are not limited to, biological and ecological evaluations; geological; geotechnical and hydrogeological investigations.

Firms should have experience in all aspects related to Utilities but specifically Water Treatment (surface and ground waters); Wastewater Treatment; Water Distribution; and Wastewater Collection and Transmission.

Listed below are the categories covered by this Request for Qualifications for Continuing Services. The disciplines and groupings listed herein are not all-inclusive of all the services that may be required by the District during the term of this contract. Responses to this Request for Qualifications shall indicate each category for which the respondent wishes to be considered.

- A. **Civil Engineering** – Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with Civil Engineering, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry, including the Department of Environmental Protection, the Southwest Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over the same. The firm must employ at least one profession engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.
- B. **Construction Engineering Inspection** – Requires engineering expertise in inspecting, planning, permitting, bidding, special inspector services, threshold inspector services, and construction administration services in connection with multi-discipline design, as well as knowledge of the Florida Building Code and the related current rules and regulations of local, state, and federal agencies and jurisdictions regulating the industry. The firm must employ at least one profession engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Construction Engineering Inspection.
- C. **Electrical Systems Engineering** – Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida Board of Professional Engineers, having training and experience in the area of Electrical Systems and Electrical Engineering.
- D. **Environmental Services** – Requires engineering expertise in planning, design, permitting, bidding, construction administration, and various reporting for environmental engineering related project, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry, including the Department of Environmental Protection, the Southwest Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over the same. The firm must employ at least one profession engineer or professional geologist, registered with the State of Florida in their respective fields.

- E. **Geotechnical Services** – Requires engineering expertise in connection with Geotechnical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The consultant must employ and enlist sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of property equipment to perform this work.
- F. **Geographical Information Services** – Requires Geographical Information Services (GIS) expertise and experience in GPS mapping, data collection, GIS database manipulation and management. May require expertise and experience in aerial and LIDAR imagery acquisition, manipulation, and management.
- G. **Drafting Support Services** – Provides drafting support services to the District as needed to accommodate and support multiple disciplines. Proficiency in all current and recent releases of AutoCAD, BIM and Revit.
- H. **Surveying & Mapping** – Requires surveying experience in the preparation of Boundary, Site, Topographic and Right-of-Way Surveys, and Sketch and Legal Descriptions in conformance with the Florida Minimal Technical Standards. The firm must employ at least one land surveyor, registered with the Florida State Board of Land Surveyors, having at least one year of land surveying experience acting as responsible in charge. The Consultant must employ and enlist sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

The selected Consultant(s) may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award and evaluation and services during construction, perform construction engineering service, for any of the aforementioned disciplines, related matters, as well as any other engineering assignments upon the request of the District.

The selected Consultant(s) shall serve as the professional engineering representative for each Work Assignment, as applicable, and may be required to present reports and recommendations to the District Board of Supervisors or public as requested and scheduled by the District's Administrator. All presentations or publications relating to the District's work shall be reviewed by the District's Administrator for approval prior distribution.

The selected Consultant(s) may also be required to represent the District in matters involving or relating to other governmental entities at the local, regional, state, or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the District is or may be an eligible participant or has an interest. Some of the projects, requiring professional engineering and planning services, will be funded through federal and state granting authorities. All federal and state regulation pertaining to any grant related project shall apply.

The selected Consultant(s) shall perform all the services specified in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind shall conform to and be in compliance with applicable practices, codes, laws, ordinances, regulations, and restrictions.

Minimum Qualifications: To be eligible to respond to this Solicitation, the Proposer must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Proposer that fails to meet the following minimum qualifications requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

Proposer must be certified to practice professional consulting services for public water and sewer municipalities. Experience must have been demonstrated in systems of similar size and complexity of those in the District. Minimum experience shall be demonstrated in the following:

- Professional Consulting Firms shall be registered to do business in the State of Florida. Professional Engineering Firms shall be registered in accordance with Florida Statue 471, or as may be required by the specific related professional field. The firm shall have State of Florida registered professionals for specified fields. (i.e. Professional Engineer, Professional Geologist, Surveyor, etc.).

- Contract manager shall be licensed in the State of Florida to provide at least one of the disciplines listed; have a minimum ten (10) years' experience with municipal professional service contracts and have served as the contract manager for similar contracts.
- Manager for each Task Order must be licensed in the State of Florida as a Professional Engineer and have a minimum of five (5) years' experience in the applicable professional service category/discipline and have served as a project manager on similar projects on a minimum of three (3) previous occasions.
- The selected firms, and their proposed subcontractors, shall each have a minimum of five (5) consecutive years of professional consulting services related directly to the disciplines seeking qualification, preferably for governmental agencies, in particular the professional services contemplated under this RFP.
- The selected firms should have experience in the following:
 - Design, permitting, construction and operation of lime softening water treatment plants in Florida.
 - Design, permitting, construction and operation of low and high pressure reverse osmosis systems in Florida.
 - Design, permitting, construction and operation of aquifer storage and recovery well systems in Florida.
 - Design, permitting, construction and operation of wastewater treatment facilities and systems with flows ranging between 2.0 MGD and 10 MGD.
 - Design, permitting, construction and operation of deep injection well systems.
 - Design, permitting, construction and operation of wastewater force main, master pumping and lift station systems including gravity collection systems.
 - Preliminary engineering and feasibility investigations (Basis of Design Reports) engineering estimates, value engineering cost analyses, and per design reviews.
 - Design and construction-phase services including start to finish coordination of the interdisciplinary work of design and construction engineering including: utilities operations input and reviews, complete bid services, contract management services, contract closeout, as-built-drawing certification, State Revolving Fund (SRF) required documentation, final punch lists and follow up throughout warranty period.
 - Management for utilities operations of similar size, scope, and complexity as the District's systems.
 - Professional ability to represent the District before a regulatory agency when necessary.

The District reserves the right to visit and inspect firm facilities and locations where Firm is providing professional consulting services in determining its capacity to perform the services contained in this and future requests for qualifications for work assignments.

4.1 Selection of Consultant for Consulting Services: All selected firms shall be placed on a pre-qualified list for the disciplines they have been selected under. When the District requires professional services, it is anticipated, that the process will proceed in the following manner:

- i) For each specific project to be completed under a continuing services contract, the District will send a Letter of Interest to all firms who are pre-qualified for discipline in which the project best falls under. Should the project span multiple disciplines, Letters of Interest will be sent to all firms under those disciplines. The Letter of Interest will include, but not be limited to, the following information along with request for interested firms to submit a qualifications-based proposal for the specific project.
 - a. Project description;
 - b. General scope of work;
 - c. Goals of project;
 - d. Any special conditions associated with the project;
 - e. Proposed schedule for project;
 - f. Proposed budget for project;
 - g. Limited references request;
 - h. Limited page limit on qualifications-based project-specific proposal; and,
 - i. Deadline for submittal of qualifications-based proposal for the project.
- ii) Each firm shall then submit a qualifications-based proposal for the specific project.

- iii) The District's Technical Support Manager will evaluate and make a recommendation of selection to the Administrator for action. The Administrator will make the final determination to continue with the selected firm and will direct staff to begin negotiation with the selected firm. The selection will be based on the qualifications-based proposals on general criteria including, but not limited to, the following:
- a. Understanding of project and required deliverables;
 - b. Ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service;
 - c. Availability of staff and ability to meet project schedule;
 - d. Evaluations on prior District's projects, and;
 - e. Firm's proposed cost saving measures for the project.
- iv) The selected firm will prepare a scope and fee for the project and submit to the District for review.

Should the District and the firm not agree upon the scope or fee of the project, the District reserves the right to withdraw its selection and move forward with the next most qualified firm.

The Consultant shall neither commence any work, nor enter the District's work premise, until the Consultant has received a **fully executed Task Order** from the District serving as a written Notice to Proceed ("NTP").

Task Orders:

Task Orders size may vary. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposals by the District.

Any Task Order \$25,000 or greater may be taken to the Board of Supervisors for approval, any Task Order \$100,000 or greater requires Board of Supervisors' approval.

Reasonable attempts will be made to equalize projects amongst qualified candidates in terms of project worth provided such distribution does not violate the principle of selection of the most highly qualified firm responding to a particular Letter of Interest. The respondent to a Letter of Interest deemed most qualified will be chosen to submit a scope and fee for the Work Assignment.

NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to the District's contracts. The District reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The District may, in its sole discretion, procure the services of any consultant at any time for any project other than those selected for this continuing contract.

The parties agree that the scope of services for any Task Order is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant and the District acknowledge that a Scope of Services may not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Task Order, the Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the District in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the District, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the District does not constitute authorization or approval by the District to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written District approval is at Consultant's sole risk.

Consultant acknowledges and agrees that services under this Agreement are to be requested by the District on an as-needed basis only, and no representation or guarantee is made by the District to Consultant that the District will utilize Consultant's services exclusively or at all.

All deliverables required in the performance of Task Orders shall be submitted in the appropriate electronic media format via CDs, email, or FTP site. Word processing documents shall be in Word format, spreadsheet data in Excel format, presentations shall be in power point, project schedules shall be in Microsoft Project and all maps, plans, and surveys shall be in suitable CAD, ArcGIS and PDF format for utilization by the District. All deliverables shall become the property of the District upon delivery.

The District, at its sole discretion, may expand the scope of work to include additional requirements. The District reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the District deems necessary in order to make a determination shall be provided by the firms upon request.

Invoicing:

Consultants shall invoice the District for each project or assignment, as negotiated. Each invoice shall identify the invoice number; project or assignment detail; Task Order number and Purchase Order number; the contract price; payments made to date; percentage of completion of the assignment/project/phase and/or employees names, titles, direct labor rates, and multiplier; payment due this invoice; remaining balance due; attached list of approved reimbursables with appropriate receipts. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

Invoices shall also include a detailed bullet list of work completed within the period of the invoice. Bullet list of work completed shall clearly identify the work associated with the current billing.

Compensation:

Compensation to the Consultant shall include the following: all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, and all other costs not indicated as non-reimbursable below.

No claim for reimbursement for these expenses shall be made to the District.

- A. Travel related expenses and costs including labor. (Types of travel to be considered during negotiations).
- B. Four (4) sets of signed and sealed permitting plans.
- C. Computer usage, telephone expenses, fax, copies, printing, and postage.
- D. Subcontractor mark-up.

A copy of the invoice for each reimbursable expense shall be attached to Consultant's invoice. The District will not allow a Prime Consultant markups on any services provided by a Sub-Consultant.

Change Orders:

All requests for changes to the resulting Agreement shall be made in writing and are subject to approval by the District's Administrator.

All change orders, including no-cost change orders, to Task Orders, require approval by the District's Administrator, at a minimum. Some change orders will require Board approval.

The Consultant shall fully understand the District's Change Order Policy. In the event the consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the District's Administrator, they do so at their own expense and risk not being compensated by the District for performing unauthorized work.

Schedule:

An understanding and agreement, by and between the Consultant and the District, that the completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

END OF SECTION 4

SECTION 5 EVALUATION OF PROPOSALS

REVIEW OF PROPOSALS FOR RESPONSIVENESS

The District will review each proposal to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each proposer will be reviewed to determine if the proposer is a responsible vendor. A responsible vendor is a proposer who the District determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract, can provide the materials or service promptly within the time specified, without delay or interference and has a satisfactory record of integrity and business ethics.

In making the determination of whether the proposer has the capability to perform the work, the District may consider factors including, but not limited to, the following:

- i) Past performance of the proposer, its principals, affiliates, or supervisory personnel in the execution of prior District contracts;
- ii) Any information which the District may obtain relating to the performance of the proposer, its principals, affiliates, or supervisory personnel on contracts with third parties, including without limitation, contracts with other governmental/municipal type entities;
- iii) Financial performance and capability, including without limitation, pending and unsatisfied claims;
- iv) Qualifications and past performance of the personnel who will have supervisory responsibility for the performance of a District contract;
- v) Licensing, certifications, and other permits: and
- vi) Any significant changes in the proposer's financial position or business organization.

EVALUATION & AWARD CRITERIA

Proposals will be evaluated by a Selection Committee that will independently evaluate and rank proposals on the criteria listed below. The Selection Committee will be comprised of appropriate District personnel with appropriate experience and/or knowledge of this project.

During the evaluation process and at the sole discretion of the District, requests for clarification of one or more proposer submittals may be conducted. The District may reach out to the proposer(s) in a written format or through telephone discussions for clarification, if required. Such clarification requests will provide proposers with an opportunity to answer any questions the District may have on a proposer's submittal.

The evaluation criteria are itemized below, with their respective weights for a maximum total of 100 points possible per Selection Committee member.

After independently scoring each proposal, the Selection Committee will meet in a public meeting to discuss responses, scoring, ranking and any issues related to the project. The committee members have the right to adjust their scoring based on committee discussion. Ranking will be determined by the consensus of the committee. The District intends to award contracts to the five (5) most qualified firms in each discipline based on final ranking.

Scores from all Committee members will be combined to determine an average for each evaluation criteria per the RFP document. Ranking will be based on the average score for each Proposer from all evaluators. The firm with the highest average score will be ranked #1 and so forth.

The District reserves the right to complete the selection process without proceeding to a shortlisting/interview phase and may choose to select proposers based upon information provided in the submittals. If interviews are conducted, shortlisted Proposers will provide elaboration and/or clarification of proposals, as well as provide answers to questions from the Selection Committee members. Interviews are not open to the public.

The District will be the sole judge as to the merits of the proposal(s), and the resulting agreement(s) to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements and whose evaluation by the District indicates that the award will be in the best interests of the District. The District's decision will be final.

Proposals will be reviewed by staff from the District and evaluated based on the format and content outlined in this proposal. Evaluations will be broken down into 2 parts. Part A will consist of reviewing the overall firm while Part B will focus on the key personnel and project examples for each discipline the firm is applying for. Each evaluation criteria will be given a score between 0-10. That score will then be multiplied by the weighted value of each factor.

The suggested scoring guide is as follows:

- 0 = Information/document provide is not adequate for evaluation
- 2 = Poor, unacceptable, needs major help to be acceptable
- 4 = Marginal, weak, workable but needs clarifications
- 6 = Good, no major weaknesses, fully acceptable as is
- 8 = Excellent, very good, solid in all respects
- 10 = Outstanding, out-of-the-box, innovative

Part A					
Evaluation Criteria	Value	Assigned Value	Weight 1-10	Total Possible	Score
Proposal Package	0-10		x 1	10	
Qualifications of Firm (Tab 2)	0-10		x 2	20	
Overall Impression of the Firm, Its Capabilities & References	0-10		x 1	10	
Subtotal Part A				40	
Part B (Each Discipline Evaluated Individually)					
Qualifications of Key Personnel (Tab 3)	0-10		x 3	30	
Experience/Example Projects (Tab 4)	0-10		x 2	20	
Management Approach/Project Control (Tab 5)	0-10		x 1	10	
Subtotal Part B				60	
Total Points (Part A + Part B)				100	

PRICE PROPOSALS

In the interest of time, the District is requesting that all proposers submit by the due date of this solicitation, a separate, sealed price proposal (one hard copy, and one pdf copy on USB drive) for compensation to be paid under the resulting service agreement. The District will only publicly open the sealed price proposals of successful proposers who have been selected by the District. All other price proposals will not be opened but will be sent back, after negotiated contracts have been awarded to successful proposers.

NEGOTIATIONS

The District reserves the right to negotiate the final terms, conditions, and pricing of the contract, as may be in the best interests of the District. In general, the recommendations for award will be made to the proposers who offer the best value for performing the services under the contract terms and conditions.

If the District and the selected proposer cannot reach an agreement on a contract, the District reserves the right to terminate negotiations and may begin negotiations with the next highest ranked proposer. This process may continue until contracts acceptable to the District have been executed or all proposals are rejected. No proposer shall have any rights against the District arising from such negotiations or termination thereof.

CONTRACT AWARD

All proposers will be notified in writing when the District makes the award recommendations. The District's Board of Supervisors will need to approve the final draft of negotiated agreements before contract(s) resulting from this solicitation can be fully executed.

END OF SECTION 5

SECTION 6 RULES, INSTRUCTIONS, AND FORMS

RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be emailed to Bee Ling Wheaton, Purchasing Manager, at bwheaton@englewoodwater.com. There shall not be any contact between a Proposer and any member of the District's Staff or any member of the District's Board of Supervisors regarding the project or proposal submitted by any Proposer. Any Proposer contacting any member of the District regarding a submitted proposal is subject to sanctions up to and including having the District disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. The sealed envelope must contain an original and three (3) copies of the submittal, along with an electronic pdf copy on a USB drive.

PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title, and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the type of project(s) for which the firm is applying. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 2 pages)**

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Respondents must submit a complete **United States Government General Services Administration Standard Form 330** PART I, Sections A, B, and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive. **(Maximum 6 pages plus the Standard Form 330)**

SF330 PART I – Contract-Specific Qualifications

Section A. Contract Information

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the District's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax Number and E-mail Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team

9-11. Firm Name, Address, and Role in this Contract. Leave this section blank for this submittal. When a project is offered and a Letter of Interest is offered, you will be required to identify any sub consultants or professionals to be a part of the project at that time.

SF330 PART II General Qualifications

Prepare a Part II for the specific branch office seeking work if the firm has branch offices. Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
- 2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.
3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.
4. **DUNS Number.** Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. ~~Firms must have a DUNS number. See FAR Part 4.6.~~ (not required for this project).

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally- assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

TAB 3 –KEY PERSONNEL/QUALIFICATIONS OF THE TEAM: List the members of the team including the contract manager that will oversee all projects completed by respective firm. Provide a list of the personnel to be used and their qualifications. A brief resume including education, experience, licenses, and any other pertinent information **may** be included for each team member, including sub-consultants to be assigned for select work. A resume shall be provided for the proposed contract manager. Proposed contract manager must have a minimum of five (5) years' experience serving as a contract manager for other similar utilities for municipalities. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive. **(Maximum 10 pages plus the Standard Form 330)**

This information must be included in the Standard Form 330 submittal.

3.1 Please note the form requirements for Sections E.

- **SF 330 Section E** – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

3.2 Sub-consultants: Consultant must clearly reflect in its Proposal any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The District retains the right to accept or reject any Sub-consultants proposed.

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS/PROGRAMS: Include a Section F form for EACH project used to represent your firm's experience in similar projects/programs. Include each representative project your firm has completed in the past five (5) years but do not exceed 10 examples. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this contract. **(Maximum 6 pages plus the standard form 330 sections)**

Section F – Example Projects.

- **SF 330 Section F**– Example projects which best illustrate proposed team's qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one section for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable.

23. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation, or private individual.

23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. **Point of Contract Telephone Number.** Self-explanatory.

24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements, and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. **Please indicate the applicable discipline(s) by alphabet as identified in the Submission by Discipline Form in this RFP, associated with each project.**

25. **Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

SF 330 Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. **Names of Key Personnel and Role in this Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

30. **Project Budget.** For each project, indicate whether or not project completed within original engineer's estimate. Provide amounts, and if not completed within original engineer's estimate, provide reason.

TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL: The firm shall demonstrate its capabilities in managing completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last five (5) years. Also provide information on your firm's current workload and how this contract will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities, and other available resources you offer for the contract. **(Maximum 5 pages)**

TAB 6 – REFERENCES: Include at least six (6) but no more than ten (10) References within the last five (5) years of projects that coincide with the disciplines listed in this RFP that you are applying for. **(Maximum 6 pages)**

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses;
- Description of work;
- Year the project was completed;
- Total cost of the project.

Please do not include the District’s employees as references.

TAB 7 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall advise the amount of liability insurance you have. **(maximum 2 pages)**

TAB 8 – ADDITIONAL INFORMATION: Any other pertinent information the Proposer chooses to provide. **(maximum 3 pages excluding standard form 330)**

SF 330 Section H. Additional Information.

30. **Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.**

Section I. Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime Consultant must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title Self-explanatory.**

TAB 9 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

F. SUBMITTAL REQUIREMENTS

1. **NUMBER OF PAGES:** SECTION III of the proposal **shall not exceed (40) pages (one-sided) or (20) pages (two-sided)** in length. ***(The Title Page, Table of Contents, Required Forms, 330 Forms and tabs do not count towards the TOTAL NUMBER OF PAGES).***

1.1 When compiling a response, sections shall be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the

sequence list above. Maximum number of pages shall be 40 **pages (one sided)** or 20 **pages (two sided)**, not including *the Title Page, Table of Contents, Required Forms and required 330 Forms, resumes, and tabs* do not count towards the TOTAL NUMBER OF PAGES).

1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of Proposer, and due date and time.

2. **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT.
3. **NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES: three (3) hard-copies BOUND** (marked "**COPY**"). **(1 original + 3 copies = 4 total submittals).**
4. **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) **on** USB Drive containing the entire submittal.

G. **REQUIRED SUBMITTAL FORMS:** Required Submittal Forms/Checklist

READ/EXECUTED & INCLUDED

- Proposal Submittal Signature Form
- Statement of Organization
- Submission Form by Discipline
- References
- Drug-Free Workplace (If Applicable)
- Public Entity Crime Information
- Scrutinized Company Certification Form
- Non-Collusive Affidavit
- Lobbying Certification
- Conflict of Interest Form
- Truth in Negotiation Certificate
- Disclosure Form (Consultant/Engineer/Architect)
- State Registration Requirements (<http://www.sunbiz.org/search.html>)

- Copy of Registration, Attached
- State required license for Prime Firm Only (Not sub-consultants)
- Sample Insurance Certificate: Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.
 - YES NO Sample Insurance Certificate is included with the submittal
- Sealed Price Proposal - **please submit in a second sealed envelope, separate from the Proposal.**

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to Englewood Water District for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Phone: _____ Fax: _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of __physical presence or __online notarization this _____ day of, 20 ____, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

SUBMISSION FORM BY DISCIPLINE

Name of Company: _____

Please indicate all applicable disciplines submitted in response to this RFP.

DISCIPLINE	DISCIPLINE INCLUDED, YES/NO
A. Civil Engineering	
B. Construction Engineering Inspection	
C. Electrical Systems Engineering	
D. Environmental Services	
E. Geotechnical Services	
F. Geographical Information Services	
G. Drafting Support Services	
H. Surveying & Mapping	

Signature: _____

Name of Authorized Personnel: _____

Title: _____

REFERENCES/CLIENT LISTING

The firm shall include at least six (6) but no more than ten (10) references within the last five (5) years of projects that coincide with the disciplines listed in this RFP that you are applying for. Please indicate discipline(s) by alphabet, per Submission Form by Discipline.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

6. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

7. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

8. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

9. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

10. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____ Discipline(s) : _____

Duration of current contract (if applicable) and business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

PUBLIC ENTITIIY CRIME INFORMATION

As provided by F.S. §287.133, 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, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of __physical presence or __online notarization this
day of _____, 20_____, by____ who's personally
known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL

Scrutinized Company Certification Form

Company Name:	_____
Authorized Representative Name and Title:	_____
Address:	_____
City:	_____
State:	_____
ZIP:	_____
Phone Number:	_____
Email Address:	_____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Englewood Water District for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.
Certified By: _____ AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: _____
Date Certified: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District (District) to provide labor, supplies, or services to the District in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.
3. If the Vendor becomes the successful Contractor who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the District's termination of the contract and other penalties as provided by law.

7. VENDOR: _____(Vendor's Company Name)

_____(Vendor signature)
_____(Vendor's name printed)
_____(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of__physical presence
or____online notarization, this____day of_, 2022 , by____, as____
_____.Notary Public

Personally Known____ OR Produced Identification ____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20 ____.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of __physical presence or __online notarization this _____ day of, 20__, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida
Print Name: _____
Commission No: _____

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LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2022

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active Englewood Water District solicitation, with any Englewood Water District elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the District in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the District. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No District’s appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the District, the District’s Board of Supervisors in connection with the awarding of any the District’s Contract.

(b) If any funds other than the District’s appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the District’s Board of Supervisors or an officer or employee of the District’s in connection with this contract, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2022.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ___physical presence or ___online notarization this _____ day of __, 2022, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer, and/or advisory board member of the District
_____ (List Position or Board)
- I am the spouse or child of an employee, public officer, and/or advisory board member of the District
Name: _____
- An employee, public officer and/or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the District
Name: _____
- None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

NAME AND POSITION OF PERSONNEL AUTHORIZED TO SIGN: _____

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TRUTH IN NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be signed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

**DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here:_____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan:
_____.

Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:
_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME:_____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE:_____ **DATE:**_____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

END OF SECTION 6

SECTION 7
"SAMPLE"
AGREEMENT NO. 2022-129
PROFESSIONAL SERVICES (CCNA) CONTINUING CONTRACT

This Agreement made this ____ day of _____, 2022 between ENGLEWOOD WATER DISTRICT, a Special District, in the State of Florida, hereinafter referred to as "DISTRICT" having its principal place of business at 201 Selma Avenue, Englewood, Sarasota County, Florida and _____, hereinafter referred to as "CONSULTANT" whose address is _____, Florida .

WITNESSETH:

Whereas, the DISTRICT has met the requirements of the Consultant's Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder and,

Whereas, the Administrator or his designee shall have full authority to manage and supervise the execution and completion of subsequent Task Orders and the terms and conditions of this Agreement and,

Whereas, the CONSULTANT acknowledges that this is a non-exclusive Agreement and the type(s) of work to be performed under this Agreement is defined within the Scope of Services, identified in the solicitation RFP 2022-129 and made a part hereto to this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the DISTRICT and CONSULTANT agree as follows:

1. CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to diligently and timely perform services for the DISTRICT relating to Professional Engineering and Consulting Services as identified in the **Request for Proposal No. 2022-129**.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the DISTRICT and the CONSULTANT. The term of the Agreement shall begin on the date of execution and continue through **March __, 2027**, with an option to renew for a further six (6) months, at the same terms and conditions, subject to CONSULTANT'S satisfactory performance and mutual agreement of the DISTRICT and CONSULTANT.
- C. The DISTRICT shall authorize engineering services through the execution of Task Orders to be negotiated with and performed by the CONSULTANT. No work shall be performed under this Agreement other than through the approval of a Task Order by the DISTRICT's Administrator or the Board of Supervisors. Fees negotiated in any Task Order shall be based on the hourly fee rate shown schedule in **Schedule of Fees, EXHIBIT "A"**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

- A. COMPENSATION
 - i) Upon execution of a Task Order, the CONSULTANT shall receive monthly payments in accordance with the fees set forth in the **Schedule of Fees, EXHIBIT "A"**. The fees negotiated therein will be considered to be a lump sum price.
 - ii) The DISTRICT'S performance and obligation to pay under this Agreement are contingent upon an appropriation by the DISTRICT'S Board of Supervisors. The parties acknowledge and agree that the obligations of the DISTRICT to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, or referenced

herein to which DISTRICT is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. The DISTRICT agrees to exercise all lawful and available authority to satisfy any financial obligations of DISTRICT that may arise under this Agreement; however, since funds are appropriated annually by the DISTRICT'S Board of Supervisors on a fiscal year basis, the DISTRICT'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the DISTRICT'S Board of Supervisors (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the DISTRICT'S Board of Supervisors). During the term of this Agreement, the Administrator or his designee shall, for each fiscal period, include in the budget application submitted to the DISTRICT'S Board of Supervisors the amount necessary to fund DISTRICT'S obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of DISTRICT shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by DISTRICT under this Section. This Agreement shall not constitute an indebtedness of DISTRICT nor shall it constitute an obligation for which the DISTRICT is obligated to levy or pledge any form of taxation or for which the DISTRICT has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

- i) The DISTRICT shall pay the CONSULTANT through payment issued in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes. CONSULTANT's invoice shall be accompanied with a project status report to substantiate the percent completeness of the work. The DISTRICT will review the invoice with the report and verify that the services invoiced have been completed in conformity with this agreement prior to approving the invoice for payment.
- ii) For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the DISTRICT, based on the percentage of the amount for those specific services.
- iii) The CONSULTANT's invoices shall be in a form satisfactory to the DISTRICT'S Finance Department, who shall initiate disbursements.

3. LIABILITY OF CONSULTANT

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE DISTRICT, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE DISTRICT TO SUIT BY THIRD PARTIES.**
- B. THE DISTRICT MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE DISTRICT MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.**
- C. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE DISTRICT AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN**

THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE DISTRICT AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- E. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

4. CONSULTANT'S INSURANCE

A. INSURANCE

CONSULTANT and all sub-consultants and/or all sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance at the same levels specified in this agreement, against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Before performing any work, CONSULTANT shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the Administrator or designee's prior written approval. The DISTRICT may alter the amounts or types of insurance policies required by this Agreement upon agreement with CONSULTANT.

- i) Workers' Compensation Insurance: In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.

Proof of such insurance shall be filed by the CONSULTANT with the DISTRICT within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

- ii) Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The DISTRICT prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an

extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

- iii) Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the DISTRICT within ten (10) days after the execution of this Agreement. The policy must include comprehensive general liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "Englewood Water District, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONSULTANT."

- iv) Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

Proof of such insurance shall be filed by the CONSULTANT with the DISTRICT within ten (10) days after the execution of this Agreement. The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily Injury (per person); \$1,000,000 for bodily Injury (per accident); and \$1,000,000 for property damage (per accident).

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the DISTRICT, its officers, officials, employees and volunteers, and the DISTRICT'S insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by CONSULTANT for the DISTRICT. It is CONSULTANT'S responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, CONSULTANT, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the DISTRICT and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the CONSULTANT or its agents may be responsible.

C. POLICY FORM

- i) All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the Englewood Water District, Florida, and its elected officials, officers, agents, employees, and volunteers as Additional Insured as their interest may appear under this Agreement. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the DISTRICT. All Claims made policies contributing to the satisfaction of the insurance requirements herein

shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- ii) Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
 - iii) Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. CONSULTANT is to notify the DISTRICT'S Purchasing Office by written notice via certified mail, return receipt requested.
- D. The DISTRICT shall retain the right to review, at any time, coverage, form, and amount of insurance.
- E. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the DISTRICT shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- F. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the DISTRICT is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the DISTRICT. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- G. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the DISTRICT'S Purchasing Office prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the DISTRICT'S Purchasing Office before CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- H. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the DISTRICT'S Purchasing Office as soon as practicable after notice to the Insured.

- I. The Certificate of Insurance must include the following:
 - a) In the "Description of Operations/Special Provisions" section: "The Englewood Water District, is named as an Additional Insured, as their interests may appear on Commercial General Liability and Commercial Auto Policy."
 - b) In the "Certificate Holder" section:
Englewood Water District
201 Selma Ave
Englewood, FL 34223

5. RESPONSIBILITIES OF THE CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONSULTANT'S offices for inspection, audit, and copying during normal business hours by the DISTRICT, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. The CONSULTANT shall comply with Florida Statutes Section 20.055(5), and must incorporate in all subcontracts the obligation to comply with Florida Statutes Section 20.055(5).

6. PUBLIC RECORDS LAW: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the DISTRICT to perform the service.

- a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the DISTRICT. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

B. Upon request from the DISTRICT provide the DISTRICT, at no cost, 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 for by law. All records kept electronically must be provided to the DISTRICT, upon request, in a format compatible with the information technology systems of the DISTRICT.

C. Ensure that project 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 Agreement term and, if CONSULTANT does not transfer the records to the DISTRICT following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in CONSULTANT'S possession or keep and maintain public records required by the DISTRICT to perform the service. If CONSULTANT transfers all public records to the DISTRICT upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.

E. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by CONSULTANT in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the DISTRICT as they are received by the DISTRICT and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the DISTRICT. Specific written authority is required from the Administrator for CONSULTANT to use any of the work products of this Agreement

on any non-DISTRICT project. Notwithstanding the above, any reuse of the work products by the DISTRICT on other projects will be at the risk of the DISTRICT.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the DISTRICT. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to CONSULTANT'S key personnel must receive the DISTRICT's Technical Support Manager, written approval before said changes or substitution can become effective.

- A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed/Purchase Order from the DISTRICT.
- B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the DISTRICT. Time is of the essence in the performance of this Agreement.
- C. CONSULTANT agrees to provide to the DISTRICT'S Technical Support Manager, monthly written progress reports concerning the status of the work. The DISTRICT'S Technical Support Manager may determine the format for this progress report. The DISTRICT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- D. In the event unreasonable delays occur on the part of the DISTRICT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay any Project Schedule completion date, the DISTRICT shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. RESPONSIBILITIES OF THE DISTRICT

- A. The DISTRICT'S Technical Support Manager is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the DISTRICT'S Technical Support Manager shall include:
 - Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
 - Transmission of instructions, receipt of information, interpretation and definition of the DISTRICT'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The DISTRICT shall, upon request, furnish CONSULTANT with all existing data, plans, studies, and other information in the DISTRICT'S possession which may be useful in connection with the work of this Project, all of which shall

be and remain the property of the DISTRICT and shall be returned to the DISTRICT'S Technical Support Manager upon completion of the services to be performed by CONSULTANT.

- C. The DISTRICT'S Technical Support Manager shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other DISTRICT personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the DISTRICT.
- D. The DISTRICT shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

10. TERMINATION

- A. **TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under this Agreement may be terminated with or without cause by the Administrator or designee in whole or in part or whenever the Administrator determines that termination is in the DISTRICT'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the DISTRICT make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.
- B. Upon termination CONSULTANT shall deliver to the DISTRICT all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The DISTRICT shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in subsequent Task Orders issued, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the DISTRICT to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.
- C. **FUNDING IN SUBSEQUENT FISCAL YEARS:** It is expressly understood by the DISTRICT and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the DISTRICT'S Board of Supervisors, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the DISTRICT reserves the right to terminate any Task Orders issued, in connection with this Agreement. The DISTRICT will be responsible for payment of any outstanding invoices and work completed by CONSULTANT prior to such termination.
- D. In the event that CONSULTANT has abandoned performance under this Agreement, then the Administrator or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- E. CONSULTANT shall have the right to terminate services only in the event of the DISTRICT failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the DISTRICT'S Technical Support Manager, or if the project associated with an issued Task Order is suspended

by the DISTRICT for a period greater than ninety (90) calendar days.

- F. The Administrator or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- G. In the event CONSULTANT breaches this Agreement, the DISTRICT shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the DISTRICT'S satisfaction within the ten (10) calendar days, the Administrator or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
- The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of Task Orders issued in connection to this Agreement;
 - The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
 - CONSULTANT'S rate of progress being such that, in the DISTRICT'S opinion, substantial or final completion, or both, may be inexcusably delayed;
 - CONSULTANT'S failure to use Agreement funds, previously paid to CONSULTANT by the DISTRICT, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - Claims made, or likely to be made, against the DISTRICT or its property;
 - Loss caused by CONSULTANT; or
 - CONSULTANT'S failure or refusal to perform any of the obligations to the DISTRICT, after written notice and a reasonable opportunity to cure as set forth above.

11. CHANGES IN SCOPE OF SERVICE ASSOCIATED WITH TASK ORDERS

Services beyond the Task Order Scope of Services which would increase or decrease compensation, time of performance or which are otherwise outside the level of effort contemplated by Task Order must have prior written approval of the Administrator or approval by the DISTRICT'S Board of Supervisors ("BOARD") as provided by this Agreement. All terms for the performance of such services must be agreed upon in a written document prior to any deviation from the terms herein, and when properly authorized and executed shall, become an Amendment associated with individual Task Orders.

In the event of a dispute between the Administrator and CONSULTANT arise over whether requested services constitute additional services and such dispute cannot be resolved by the Administrator and CONSULTANT, such dispute shall be promptly presented to the BOARD for resolution. The BOARD'S decision shall be final and binding on the parties. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

12. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be, in the performance of all work services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONSULTANT'S relationship and the relationship of its employees to the DISTRICT shall be that of an independent contractor and not as employees or agents of the DISTRICT. CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, agreement, or representation other than as specifically provided for in this Agreement. CONSULTANT shall not pledge the DISTRICT'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

13. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

14. NO HIRE

CONSULTANT shall not hire any DISTRICT employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

15. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Contact name
Company name
Street address
City, State, Zip
TEL:
Email:

DISTRICT'S REPRESENTATIVE:

Keith Ledford, Technical Support Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223
TEL: 941.474.3217
Email: kledford@englewoodwater.com

16. ATTORNEY'S FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

17. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions and specifications set

forth in the DISTRICT'S Request for Proposals, **RFP 2022-129**, and the CONSULTANT'S response thereto, including all documentation submitted, as required by the Request for Proposals.

18. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the Administrator and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the DISTRICT's Technical Support Manager and CONSULTANT'S representative shall agree in writing to the change.

19. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Administrator or designee, except that claims for the money due or to become due to CONSULTANT from the DISTRICT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the DISTRICT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the DISTRICT.

20. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2022-129 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

21. E-VERIFY

The DISTRICT, CONSULTANT, and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes, Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

22. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provided by the DISTRICT, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the DISTRICT, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.

C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the DISTRICT may terminate the Agreement.

D. PENALTY:

1. A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2,000,000.00 or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
2. Shall be ineligible to bid on any contract with the DISTRICT for three (3) years after the date the DISTRICT determined that the CONSULTANT submitted a false certification.

23. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, DISTRICT shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

24. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for a Project as long as said key staff are in CONSULTANT'S employment. If Administrator or his designee desires to request removal of any of CONSULTANT'S staff from a Project or Task Order, Administrator or his designee shall first meet with CONSULTANT and provide reasonable justification for said request.

25. FORCE MAJEURE

1. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
 - a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
 - f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

- h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.
2. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
 3. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the DISTRICT may excuse performance for a longer term.
 4. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

26. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Non-Discrimination. The DISTRICT does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter written.

Executed by the DISTRICT, this _____ day of _____, 2022.

ENGLEWOOD WATER DISTRICT

By: _____
Raymond Burroughs, Administrator

Executed by the CONSULTANT, this _____ day of _____, 2022.

By: _____

Print Name: _____

Title: _____

END OF SECTION 7