

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020847

1. REQUESTED MOTION:

ACTION REQUESTED:

Approval to Piggyback (PB020664) the South Florida Water Management Request For Proposals, Contract No. C-13621 which has gone through the competitive process to utilize the awarded vendor, Applied Aquatic Management for ground application services for exotic plant control. Lee County Parks and Recreation plans to utilize this contract for exotic vegetation control within Lee County's preserves including all Conservation 2020 acquisitions as needed for the rates as specified within Exhibit "L"; Certified Applicator/Supervisor plus equipment & supplies - \$43.00/hr, Laborer & Supplies \$16.00/hr. Funding will come from the department's budget that will be responsible for monitoring their individual expenditures. In addition, the South Florida Water Management District Contract No. C-13621 has a three year contract term and will expire on September 30, 2004 if funding subject to District Governing Board approval, approves their annual budget. Request authority to continue to utilize this contract if renewed by South Florida Water Management District if in the best interest of Lee County for the terms stated.

WHY ACTION IS NECESSARY:

Provide control of exotic pest plants in Lee County's natural areas.

WHAT ACTION ACCOMPLISHES:

Obtains a qualified firm to provide control of exotic vegetation within Lee County.

2. DEPARTMENTAL CATEGORY: 11. Parks and Recreation
COMMISSION DISTRICT #

C 11 B

3. MEETING DATE:

8-6-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-1*
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT *Parks & Recreation*
 - C. DIVISION
- BY: *John Yarbrough, Director, Parks*

John Yarbrough

7. BACKGROUND:

The Division of Purchasing received a request from Lee County Parks and Recreation to utilize (piggyback) the contract established by the South Florida Water Management District with Applied Aquatic Management, Inc. for the ground application services of herbicides to control exotic vegetation within Lee County's preserves including all Conservation 2020 acquisitions, as needed (see attached). Contract labor rates as follows, inclusive of all labor, materials, supplies, applicator equipment, spray materials, trucks, and boats:

- Certified Applicator/Supervisor plus Equipment & Supplies - \$43.00/hr
- Laborer & Supplies - \$16.00/hr

Applied Aquatic Management shall perform all operations for treating aquatic vegetation, exotic nuisance trees and other species as outlined within the Contract C 13621. Anticipated expenditures are \$200,000.00 per year. Funding will come from the departments' budget that will be responsible for monitoring their individual expenditures.

Attachments:

- (1) Parks and Recreation Memorandum dated June 18, 2002
- (2) RFP Specifications C-13621, dated July 23, 2001
- (3) Evaluation Summary authorization for contract negotiations
- (4) Contract C-13621 Amendment No 1 dated Feb 26, 2002
- (5) Applied Aquatic Management, Inc. Letter dated July 17-02

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>dy</i>	<i>Kurt Schickel</i>	<i>N/A</i>		<i>Kurt</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>PK</i>
<i>7/23/02</i>	<i>7-22-02</i>			<i>7/24/02</i>	<i>7/25/02</i>	<i>7/25/02</i>	<i>7/25</i>	<i>7/25/02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
7/21/02
12:45 PM
CO. ATTY.
FORWARDED TO:
Budget
7/27/02

RECEIVED BY
COUNTY ADMIN. *CA*
7/25 10:30
COUNTY ADMIN.
FORWARDED TO: *BL*
7/25 4:00



LEE COUNTY
PARKS AND RECREATION

3410 Palm Beach Blvd
Fort Myers, FL 33916
Phone 239-461-7400 Fax 239-461-7450

ATTACHMENT # 1

Memorandum

To: Janet Sheehan

From: John Yarbrough *JY*

Date: June 18, 2002

Subject: Piggybacks

02 JUN 20 AM 11:05

Parks and Recreation would like to renew piggyback (PB#010140) with the SFWMD for ground application services by Applied Aquatic Management Inc. for approximately \$200,000 per year. Funding will be split between the following business units: KH5722015500.503490 (Parks and Recreation-Parks and Recreation Operations-MSTU fund-sub fund n/a-Other Contracted Services) and 20880130105.503490 (CIP-Conservation 2020-Capital Improvement Fund-Conservation 2020-Other Contracted Services).

Additionally, Parks and Recreation would like to establish a piggyback with the City of Sanibel for mechanical removal of exotic trees by Forestry Resources Inc. for approximately \$200,000 per year. Funding will be split between the following business units: KH5722015500.503490 (Parks and Recreation-Parks and Recreation Operations-MSTU fund-sub fund n/a-Other Contracted Services) and 20880130105.503490 (CIP-Conservation 2020-Capital Improvement Fund-Conservation 2020-Other Contracted Services).

If you have any questions or desire additional information, please don't hesitate to contact Jim Green via his e-mail address greenjh@leegov.com or via telephone at 461-7456.

Thank you for your continued assistance and support.

C Jim Green
Cindy Mitar



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS (RFP)

Proposals Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement & Contract Administration B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406	Number: C-13621
	Issue Date: July 23, 2001 Minority and Women Business Enterprise (M/WBE) Minimum Participation Goal: N/A (See Part 5)

Title: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL

Purpose: The purpose of this RFP is to solicit technical and cost proposals from qualified respondents to provide crews, equipment and supplies for ground based control of exotic plant species via the application of herbicides and the hand removal of small seedlings. Work order contracts resulting from this solicitation will be for a period of up to three years.
 A more complete description of the technical specifications can be found in Part 4 of this RFP.

Inquiry Period: July 23, 2001 to August 10, 2001 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Donna M. Lavery, Senior Contract Specialist Telephone No: (561) 682-6420 E-Mail: dlavery@sfwmd.gov Fax No: (561) 682-5420
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Note: All technical inquiries must be submitted in writing via Fax or E-Mail.

Deadline For RFP Submission:
TUESDAY, AUGUST 21, 2001 - 2:30 P.M.

6 Copies to be Submitted, Including 1 Marked "Original"
 Confirmation of timely receipt may be made by calling (561) 687-6391

RFP results and official award information may be obtained by calling the 24-hour BID HOTLINE 800-472-5290

Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.



This RFP is Comprised of 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses (Zero M/WBE Goal) Part 3. Evaluation Method Part 4. Statement of Work Part 5. M/WBE Guidelines and Information	Attachments: 1. Statement of No Response 2. Statement of Business Organization 3. M/WBE Participation Plan and Utilization Forms 4. List of M/WBE Contractors 5. Sample Contract & Work Order 6. Insurance Requirements (Exhibit H)
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PART 1
GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

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

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

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

"Solicitation." A formal request to obtain commodities and/or services. It includes Requests For Bids, Proposals, Quotes, or Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and the other party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District currently employs approximately 1,700 people. The District's area of responsibility extends over 16 counties from Orlando to Key West, serving a population of over 5.4 million people.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection, and water quality protection.

The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation, and construction.

1.3 INVITATION

This invitation is extended to all qualified firms, including businesses certified as minority-owned or joint ventures which can provide the requirement(s) specified herein. Responses should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the District's anticipated needs.

1.4 POINTS OF CONTACT AND TIMETABLE FOR INQUIRIES

Respondents may contact the District to discuss this solicitation. A single point of contact for both technical and administrative inquiries is specified on the cover page. All respondents' verbal inquiries should be confirmed in writing either through the mail, via facsimile transmission or electronic mail. Inquiries will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, may be distributed to all who requested the solicitation.

1.5 ADDENDA

If any solicitation revisions become necessary, including changes to the deadline for response submission, the District will provide written addenda to those who requested this solicitation. Each addendum issued by the District will include a receipt acknowledgement. A separate receipt for each addendum must be signed and submitted to the District.

If issued, the District will mail written addenda at least seven (7) calendar days before the date fixed for opening the responses. All respondents should contact the District before the solicitation deadline to ascertain whether any addenda have been issued.

1.6 STATEMENT OF NO RESPONSE

Respondents who will not be submitting a proposal under this solicitation should complete the attached *Statement of No Response* form and return it to the District by the deadline for response submission in an envelope plainly marked with the solicitation number and the reference: "No Response." Failure to return this form may result in your firm being dropped from consideration for future solicitations. The form may be submitted via facsimile transmission to number (561) 687-6397.

1.7 WITHDRAWAL OF RESPONSE

Respondents may withdraw their submitted response by notifying the District either in writing or in person through an authorized representative at any time **prior to the submission deadline**. Individuals making the withdrawal shall provide evidence that they are an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, may not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiation.

1.8 DEVELOPMENT COSTS

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

1.9 CONTRACT DOCUMENTS

If a potential respondent protests any provisions of the contract documents, a notice of intent to protest shall be filed with the District in writing within 72 hours after receipt of the Request for Proposals. The formal written protest shall be filed within 10 working days after the date that the notice of intent to protest is filed. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2000). Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of intent to protest and formal written protests along with bond or other security must be timely filed with the District Clerk.

1.10 RESPONSE SUBMISSION AND OPENING

All responses must be submitted in a sealed envelope, by the deadline indicated on the cover page of this solicitation. Please refer to Part 5 for guidelines concerning M/WBE participation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Division of Procurement and Contract Administration in the District's B-1 Building, 2nd Floor West prior to the deadline set for opening responses. The District will not accept responses delivered after the established deadline. Receipt of a response by any District office, receptionist or personnel other than the Division of Procurement and Contract Administration does not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response may be made by calling the number listed on the cover page of this solicitation before the opening time of the responses. The District shall not accept or consider responses submitted via facsimile transmission.

The public is welcome to attend the solicitation opening.

1.11 DISCLOSURE

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

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

1.12 REJECTION OF RESPONSES

The District reserves the right to reject any and all responses when such rejection is in the District's interests. Minor irregularities contained in a response may be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, or does not adversely impact the interests of the District. The District may also re-advertise and solicit for other responses when it is considered to be in the District's interests to do so. The District further reserves the right to cancel this solicitation at any time if it is in the District's interest to do so.

1.13 AWARD

The respondent understands that this solicitation or the response does not constitute a contract with the District. No contract is binding or official until responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and either an official contract is duly executed by the parties or a purchase order is issued to the respondent. A sample contract is attached to this solicitation. The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which may result from this solicitation may deviate from the sample contract. Any deviations from the sample contract that may be required by the respondent shall be submitted with the response for consideration by the District.

The respondent to whom the award is made shall, within thirty (30) calendar days after notice of award has been given, provide evidence of any required insurance and schedule of subcontractors (if applicable) and sign the necessary contract in substantially the form attached. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the annulment of the award. Award may then be made to the next highest ranked respondent or the work may be readvertised as the District may decide.

The District anticipates entering into contract negotiations with the respondent(s) who submits the response(s) judged by the District to be the most advantageous to the District, price and other factors considered. The District anticipates awarding one contract, but reserves the right to award more than one contract, or not to make any award whatsoever, if to do so is in the interest of the District.

In the event multiple awards are contemplated by the District, only one purchase order or contract may be awarded to each successful respondent.

1.14 FORMAL NOTICE OF INTENT TO AWARD

In compliance with Chapter 120 of the Florida Statutes, the *Notice of Authorization to Enter into Contract Negotiations* will be posted in the Division of Procurement and Contract Administration. This notice will remain posted for a period of seventy-two (72) hours. If a respondent intends to protest the District's intent to award, the notice of intent to protest must be filed in writing within 72 hours after posting of the *Notice of Authorization to Enter into Contract Negotiations* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes (2000). Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of intent to protest and formal written protests along with a bond or other security must be timely filed with the District Clerk.

1.15 TAX EXEMPT STATUS

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

1.16 ORAL PRESENTATIONS

Following the submission and evaluation of the written proposals, the District, at its discretion, may require the highest ranked respondents to give an oral presentation clarifying and/or demonstrating each proposal. In such an event, the proposals will be reevaluated and rescored to reflect consideration of both the written proposal and the oral presentation. Consequently, the initial rankings of the written proposals are subject to change. All oral presentations shall be scheduled by the District.

1.17 EQUAL OPPORTUNITY/M/WBE PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District encourages participation by minority business enterprises (M/WBE's) at both the prime and subcontractor levels. The District may establish participation goals and may provide incentives to increase the utilization of minority and woman-owned businesses as both prime contractors and subcontractors. Refer to Part 5 for guidelines concerning Minority and Women Business Enterprise participation.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

2.1 **RULES**

Each response by an individual or firm shall state the name and address of all persons or entities having an interest in the response. Responses shall be signed by an authorized person or member of the firm making the response. In no case may a response be transferred or assigned by a respondent.

2.2 **STATEMENT OF BUSINESS ORGANIZATION**

All respondents responding to this solicitation shall complete the attached *Statement of Business Organization* form described in Part 5 "M/WBE Requirements". This form provides the District with vital information concerning the responding organization as well as joint venture or subcontractor participation levels (if applicable) and M/WBE status.

2.3 **PUBLIC ENTITY CRIMES**

Any respondent, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or, if the respondent or any affiliate of the respondent has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, F.S. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

2.4 **INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the Exhibit "H" Insurance Requirements, attached to this solicitation. Evidence of appropriate insurance coverage shall be provided as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all of the Exhibit "H" requirements, or (2) issue a letter on the insurance agency's stationary stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract. All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not meet the contract requirements, shall not constitute a waiver of the respondent's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the respondent is a self-insured entity, the respondent may contact the District's Contract Administrator or Purchasing Agent, identified on the cover page, and request the District's self-insurance package.

Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities, may be grounds for rejection of the response and rescission of any ensuing contract.

2.5 **RESPONSE FORMAT AND CONTENTS**

In order to facilitate District review, responses should be organized in the following sequence:

- A. Letter of Transmittal
- B. Technical Proposal
- C. Qualifications & Experience
- D. Cost Proposal
- E. Supplemental Information
- F. Attachments

A. Letter of Transmittal

All responses should contain a transmittal letter highlighting the respondent's reasons for responding to the solicitation and unique attributes. The letter must name any and all of the persons authorized to make representations on behalf of the respondent, including the titles, addresses and telephone numbers of each person(s). The letter must declare that the response was prepared without collusion with any other person or entity submitting a response pursuant to this solicitation. An authorized agent of the respondent must sign the transmittal letter indicating the agent's title or authority. The letter should not exceed two pages in length.

B. Technical Proposal

This section of the response should explain the requested Statement of Work as understood by the respondent. This section should also include any assistance, materials, equipment, reports, space, etc. the District must provide to the respondent to complete the "Statement of Work." The respondent should prepare this section of the response in such a manner that the District can incorporate the proposed "Statement of Work" into the final contract with minimal changes. The following details should be included:

- 1. A statement of the proposed work objective and scope.
- 2. A list of resources and/or equipment provided by the respondent.
- 3. Methodology and rationale for the proposed approach.
- 4. Proposed work plan including specific tasks, milestones, and deliverables.
- 5. Proposed project management plan.

In addition, see Part 4, Section 4.2 for other information to be contained in the technical proposal.

C. Qualifications and Experience

This shall be a separate section and include details as listed below. In addition, see Part 4, Section 4.2 for other information to be contained in this section.

1. Details on the qualifications of the firm, including a summary of the firm's history, experience, and staffing resources with particular emphasis on exotic vegetation control capabilities.
2. Details on the qualifications of the individual(s) who will perform the work, including experience in similar work, curriculum vitae, and relevant college, graduate or professional courses, licenses and certifications.
3. A list of at least three (3) current clients and pertinent references (include name, address and telephone number) that the District may contact.
4. A list of at least five (5) former client references pertaining to similar past projects including contact name, address and telephone number, summary of each project scope as it relates to this project (one paragraph), and date that each project was completed. For at least two of the references, include sample work plans which were used to accomplish the project.
5. Indicate the availability of the firm and the individuals proposed to provide the services. Identify the extent and nature of any anticipated outside support.
6. If a joint venture or subcontractor arrangement is involved in the response, the respondent must include a copy of the agreement with the response, and list of such parties by name, address and telephone number, including supervisory and professional personnel, and a summary of how the work will be apportioned.
7. The same information requested above in items (1) through (5) must be provided for each subcontractor/ or joint venture party.

D. Cost Proposal

The respondent shall state clearly the proposed hourly rates and the reasons justifying why the proposed approach would be the most cost effective approach for the District. All pricing should exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes. Respondents should include in their price response a cost element breakdown as follows:

1. Direct Labor - Provide a time phased (e.g., weekly, monthly, quarterly, etc.) breakdown of labor hours, rates and costs by appropriate staff classification category, and furnish the basis and methodology for the estimate(s). Also provide base hourly rates by professional job title.
2. Indirect Costs (Overhead/G&A) - Indicate the method of computation and the base(s) over which the related costs

are to be spread. Include cost breakdowns showing trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. If a state or agency has reviewed prior overhead claims, identify the agency (address, telephone number, etc.).

3. Other Costs - Include all other estimated costs which are not otherwise included in the categories described above (e.g., travel, equipment, computer hardware/software, subcontractors or consultant services) and provide the basis for pricing (i.e., methodology and estimates used).
4. Payment Schedule - The respondent should include a payment schedule tied to submission dates for specific deliverables.
5. Credit Line - Provide evidence of ability to obtain credit line of a minimum of \$100,000 for purchase of herbicides.

Prices for deliverables should include all contractor expenses, including travel, incidentals and "other costs" per the breakdown above.

E. Supplemental Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the respondent in the past three years which is related to the services that respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
2. Provide Financial Statements for the past two years that have been audited, reviewed or compiled by a third party accountant, annual reports, or other similar evidence of respondent's financial stability. The District reserves the right to perform a detailed review of financial information in order to determine whether or not the respondent is financially stable for successful performance of any ensuing contract award.
3. Any additional information which the respondent considers pertinent for consideration should be included in this part of the proposal. Additional information may be required from joint venture respondents where one or more of the partners are considered eligible Minority Business Enterprises by the District.
4. The respondent should also review the Sample Contract and identify any changes or deviations for consideration by the District. *The District will not entertain any changes to contract terms and conditions in the event respondents fail to identify any changes or deviations to the Sample Contract at the time of proposal submission.*

F. Attachments

The following attachments shall be provided with the response:

1. Signed receipts for each addendum issued by the District (if applicable).
2. Certification from the Florida Secretary of State, if respondent is a corporation or partnership, verifying respondent's corporate status and good standing. If respondent is also an out-of-state corporation, provide evidence of authority to conduct business in the State of Florida.
3. Evidence of current levels of insurance.
4. Statement of Business Organization.
5. Statement of Intent to Perform as an M/WBE Subcontractor (if applicable).
6. Schedule of Subcontracting/M/WBE Participation (if applicable).

G. M/WBE Participation

No specific minimum M/WBE participation goal has been established for this solicitation. However, M/WBE participation is strongly encouraged and will be recognized through the award of points as outlined in Part 3 of the solicitation. If a respondent is a District certified M/WBE and/or can identify M/WBE subcontracting opportunities for District certified firms, the District shall evaluate such participation and award points in accordance with Part 5 of this RFP. Please refer to Part 5 for further details and note that the M/WBE Utilization Plan and forms entitled "Statement of Intent to Perform as an M/WBE Subcontractor" and "Schedule of Subcontracting/M/WBE Participation" are only required for submission with proposals when M/WBE subcontracting opportunities have been identified by the respondent.

PART 3
RFP EVALUATION CRITERIA

3.1 EVALUATION PROCEDURE

The District will appoint a committee consisting of members of its staff to evaluate responses and to select the response(s) which meets the needs/requirements of the District. The District shall be the sole judge of its own needs/requirements, the response(s), and any resulting negotiated contract(s). The District's decisions will be final.

3.2 EVALUATION CRITERIA

The District's evaluation criteria will include consideration of the following:

Maximum Points (Total 100)	Category
30	<u>Technical:</u> <ul style="list-style-type: none"> • Proposed approach • Understanding of the scope of work • Equipment • Staffing and workload distribution
30	<u>Qualifications and Experience:</u> <ul style="list-style-type: none"> • Qualifications of staff and firm with similar projects, including subcontractors • Qualifications and experience of staff dedicated to the project, including subcontractors • Availability of qualified personnel • Past performance records (including past District contracts) • References
25	<u>Financial:</u> <ul style="list-style-type: none"> • Reasonableness of total proposed prices • Cost effectiveness (cost breakdown and justification) • Ability to obtain credit line
10	<u>Supplier Diversity:</u> <ul style="list-style-type: none"> • Minority and Women Business Enterprise (M/WBE) Participation (Requires 51% M/WBE participation to receive maximum points)
5	<u>Previous District Work:</u> <ul style="list-style-type: none"> • Volume of work previously awarded to the proposer by the District in the past three years. A proposer with no previous District work will receive a higher score than a proposer who has received work.

PART 4
STATEMENT OF WORK

4.1 INTRODUCTION

Melaleuca quinquenervia (Cav.) Blake, Australian pine (Casurina spp.), Brazilian pepper (Schinus terebinthifolius), Java plum (Syzygium jambolana), Old World climbing fern (Lygodium spp.), torpedograss (Panicum littorale) and earleaf acacia have become established as invasive pest species in vital natural areas of South Florida. These species are well adapted to grow in these areas and have no known natural control organisms to keep them in check. Fire and hydrological disturbance further accelerate their invasive potential.

As part of the overall management plan for exotic vegetation elimination in South Florida, the DISTRICT initiated several control projects in the Water Conservation Areas, Lake Okeechobee, various Save Our Rivers (SOR) properties, and other State and District owned lands. At the present time, herbicides are the primary control tools used by the DISTRICT to control these infestations. The methods of herbicide application include, but are not limited to, frill and girdle, basal bark, broadcast (liquid and granular), and aerial applications. Seedlings in mixed plant communities are currently hand-pulled in an effort to minimize the impact of herbicide on the sawgrass and other non-target vegetation. Pulled seedlings are left hanging on the native vegetation or in a pile to reduce the possibility of regrowth. Broadcast application of certain herbicides may control these exotics and may be used in instances of dense monocultures of these species.

The DISTRICT is soliciting for the services of responsible proposers to provide crews, equipment and supplies for ground based control of these and other exotics within natural areas, particularly the Water Conservation Areas, Lake Okeechobee, the Buffer Strip, along DISTRICT canal banks and rights-of-way, SOR lands and other State owned lands. (See DISTRICT map attached.)

4.2 CONTRACTOR QUALIFICATIONS

The successful CONTRACTOR shall be familiar with the project locations and existing conditions before submitting a proposal. The CONTRACTOR must have supervisory staff with valid and current licenses in the Aquatic and Natural Areas (when available) categories issued by the State of Florida, Department of Agriculture and Consumer Services, and have a minimum of five years' experience in treating aquatics and exotic species in Florida. Proposing CONTRACTORS should have sufficient equipment and personnel to treat large acreage of exotic vegetation in multiple locations simultaneously and within two (2) week's notice.

4.2.1 Minimum equipment requirements:

- 5 Airboats, each must be able to carry at least 5 passengers plus equipment
- 5 Pick-up trucks/SUVs/vans
- 3 ATVs
- 2 buggies
- 5 GPS units
- 5 cellular phones

4.2.2 Ground Crew Supervisor

The Contractor shall be required to have a minimum of five Ground Crew Supervisors for this contract. Each ground crew supervisor shall possess the following qualifications: Knowledge and at least 2 years of substantial experience in field identification and current control technologies of

invasive exotic plants common to Florida including all species on the 2001 Florida Exotic Pest Plant Council's list of invasive species; current Florida Department of Agriculture and Consumer Services certification in the aquatics category and all ground crew supervisors shall obtain certification in the Natural Areas category within one year of implementation of testing. Knowledge of data organization records keeping, and Global Positioning System (GPS) mapping techniques; ability to work under adverse physical and weather conditions, including high humidity and temperatures, inclement weather; exposure to poisonous plants and reptiles, biting insects, and hostile terrain; ability to operate and conduct field maintenance of vehicles, spray and other equipment and to recognize and avoid hazards associated with operating them.

4.2.2 Credit Line

The CONTRACTOR must have the ability to purchase large quantities of herbicides. A \$100,000 minimum credit line with herbicide distributors is required and a letter from one or more distributors indicating such is required as part of the proposal submission.

The above information (4.2.1 – 4.2.3) must be documented and submitted to the DISTRICT with the proposal.

4.3 SCOPE OF WORK

Work performance shall consist of furnishing all labor and equipment and performing all operations for treating melaleuca, Australian pine, Brazilian pepper, Old World climbing fern and other exotic nuisance plants within natural areas. Ground crews can be transported by trucks, airboats, or helicopter. Truck and airboat transportation shall be the responsibility of the CONTRACTOR. If helicopter transportation is required, the DISTRICT, under a separate contract, will provide this service. Once on site ground crews shall perform treatments of single trees, saplings and seedlings. Each ground crew shall consist of one supervisor and several applicators, (usually six to ten). The ground supervisor must be a licensed herbicide applicator and shall be responsible for data collection, herbicide application and inventory, herbicide safety procedures, and crew supervision. The ground crew supervisor must also have navigation equipment such as a hand-held Global Positioning System (GPS) unit, to mark areas of treatment for future references and a cellular telephone. Ideally, all target plants must be treated and treatment sites recorded at each designated location before proceeding further. All target plants shall be treated in accordance with DISTRICT guidelines established for each site.

4.4 WORK BREAKDOWN STRUCTURE

4.4.1 Materials and Specifications –General

The CONTRACTOR shall strictly adhere to all herbicide label application instructions, precautionary and safety statements, and shall be familiar with and adhere to the DISTRICT safety requirements, a copy of which is attached and made part of these specifications. The CONTRACTOR shall also adhere to all federal, state, and local regulations governing the application, transportation, storage, use, and disposal of products utilized in the performance of this contract. These regulations include, at a minimum, Federal Insecticide Fungicide and Rodenticide Act, 29 CFR 1910, OSHA General Industry Standards, and Chapter 487, Florida Statutes. The CONTRACTOR shall properly dispose of all herbicide and adjuvant containers.

4.4.2 Treatment Procedures

Exotic vegetation to be treated includes, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Java plum, earleaf acacia, Old World climbing fern, and torpedograss. The DISTRICT will provide any local knowledge or other restrictions that may be applicable to the specific project location prior to the commencement of work. Applications must be performed in such a manner as to protect non-target organisms, the environment, and the public. The CONTRACTOR has full responsibility for systematically treating the areas indicated. Areas not treated or not responding to treatment may be required to be retreated at the CONTRACTOR'S expense if it is determined that the CONTRACTOR provided faulty treatment applications.

4.4.2.1 Mature trees, outliers and small stands.

1- Melaleuca

Each individual mature tree shall be completely girdled and the exposed cambium sprayed with herbicide. The cut should angle downward and the tree bark must not be removed in order to create a pocket to protect the herbicide in rain events. Small trees can be completely cut off and the herbicide applied directly on the stump. However, larger trees, 3" DBH and up must be left standing to avoid navigation hazards to airboat traffic. The herbicide should be sprayed into the exposed cambium until thoroughly wet, runoff of herbicide to the ground must not occur. The site of the cut in both girdle and cut stump treatments must be at least one foot above the expected water level.

2- Brazilian pepper, Australian pine and other woody exotic plants

These trees shall be treated with the basal bark method. The herbicide is applied in an oil soluble formulation, commonly with a backpack sprayer, directly to the bark around the circumference of each stem/tree up to 15 inches above the ground. The band of spray must be at least 12" wide.

4.4.2.2. Seedlings and Saplings

Seedlings and saplings shall be hand-pulled and left hanging on other vegetation or put in a pile to reduce the possibility of re-sprouting. When conditions dictate, seedlings and saplings may be treated with herbicide using a backpack sprayer.

4.4.2.3. Grasses, vines and other non-woody plants shall be treated by broadcast application of herbicides. Treatment methods for these species will be determined by the DISTRICT's project manager, on a case by case basis.

The CONTRACTOR may use other herbicides and methods of treatment with prior approval from the DISTRICT's project manager only.

4.4.3 Data Collection

The ground crew Supervisor shall be responsible for collecting the following data: treatment date, weather condition, treatment location including longitude & latitude, number of trees and seedlings treated, acres treated, herbicide amount used, number of applicators, hours worked, total hours of operating time, total hours of down time, total hours of adverse weather, lost time, wind

measurement as applicable, and any other information as may be required by the DISTRICT. This data shall be recorded on the "Daily Supervisor's Activity Report" form attached.

Upon completion of the treatments the CONTRACTOR shall verify the data on the Daily Supervisor's Activity Report forms signed by the CONTRACTOR. A copy of this verification shall be submitted with the invoice.

4.4.4 Supplies and Equipment

- 4.4.4.1. The CONTRACTOR shall be responsible for providing applicators with all supplies and equipment, including backpack sprayers and blowers, machetes, spray bottles, safety equipment, etc.
- 4.4.4.2. Contractor-supplied airboats, all-terrain vehicles and buggies will be required to transport crews and supplies to and from treatment sites.
- 4.4.4.3. Communication equipment will include, radios (DISTRICT band if possible), beeper, and cellular telephones.
- 4.4.4.4. All herbicides shall be purchased by the CONTRACTOR as recommended by DISTRICT staff and invoiced with no additional markup. In some projects the DISTRICT may also furnish herbicides, adjuvant, and application rates. The materials may be picked up at the applicable DISTRICT field station on an "as-needed" basis. The CONTRACTOR will have the right to examine and sample the spray materials. The DISTRICT will consider alternative products or application rates recommended by the CONTRACTOR and determine the best approach.

4.4.5. Inspection

The DISTRICT reserves the right to inspect, at any time, the CONTRACTOR'S procedures, spray system, spray solution, and other ancillary equipment, and to approve operating personnel. Inspection, however, shall not relieve the CONTRACTOR of any obligations or responsibilities nor shall it transfer any liability to the DISTRICT.

The DISTRICT reserves the right to require the CONTRACTOR to replace any operating personnel or equipment used in the performance of this Contract if the personnel or equipment are violating, or have the violated, and state or federal laws; or are unsafe; or for any valid reason. In this event, the CONTRACTOR shall immediately, upon written or verbal notice (to be later reduced to writing) from the DISTRICT, provide replacements satisfactory to the DISTRICT at no additional cost.

4.5 DELIVERABLES

- 4.5.1. The data listed above submitted on a 3.5" computer disk (preferably Microsoft Word format) with the monthly invoice and the completed "Daily Supervisor's Activity Report" form attached. The original data sheet must be submitted to the DISTRICT, and the CONTRACTOR must keep a copy on file.
- 4.5.2. The CONTRACTOR shall assign a ground crew supervisor(s) to each project work-order and shall be on-site at all times during control operations until project completion. The ground crew supervisor shall communicate with all crewmembers in a common language and shall be responsible for: 1) all control activities and safety on project sites; 2) assuring that all contract crews

are knowledgeable of, and remain within property and treatment boundaries; 3) coordination with program site manager on a daily/weekly basis; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and every effort is made to avoid damage to native vegetation and wildlife.

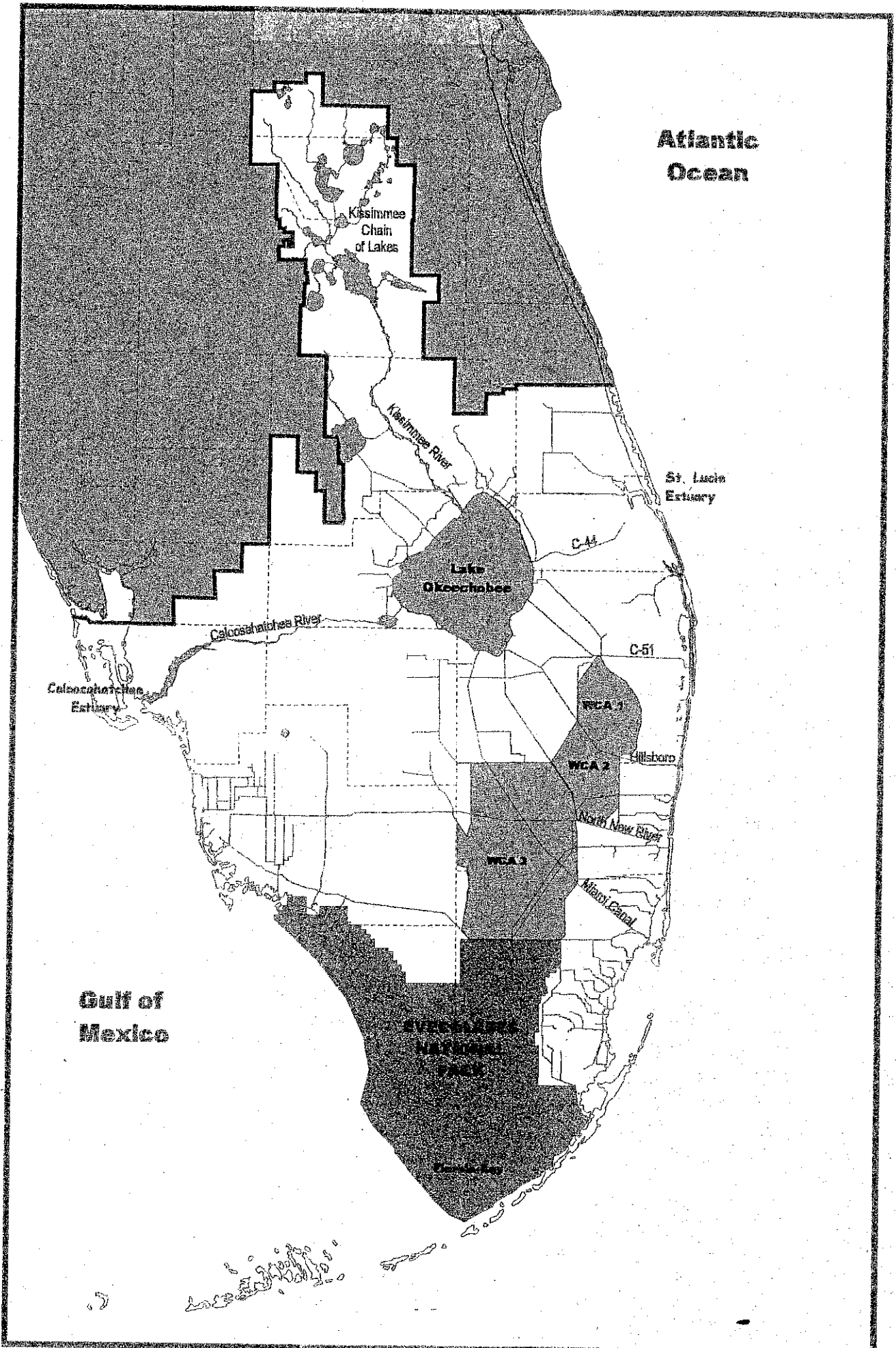
- 4.5.3 The CONTRACTOR shall be responsible, to the satisfaction of the DISTRICT, for the restoration or replacement of all native vegetation and property damaged as a result of any activity by the CONTRACTOR.
- 4.5.4 Invoices are to be submitted to the DISTRICT monthly, within ten working days after the end of the month of work. Invoices shall include a summary of all data collected and completed DISTRICT forms for the billing period.
- 4.5.5 All control efforts shall be at least 90% effective in killing of all treated vegetation. If 90% kill is not achieved for any area of the project within six months following project completion, additional thorough treatment of the target plant(s) shall be the responsibility of the CONTRACTOR at no cost to the DISTRICT.

4.6 TIME SCHEDULE AND TIME FRAMES

- 4.6.1 The DISTRICT does not guarantee any minimum amount of work, or the extent of services and goods required for the treatment of exotic vegetation. The DISTRICT will inform the CONTRACTOR of the schedule as work progresses. However, the DISTRICT may halt work at any time, upon written notice. The CONTRACTOR shall preferably work four 10-hour days per week for a total of 40 hours per week. Any other combination of hours and days must have prior approval of the DISTRICT. No overtime is allowed. Weather and site conditions may interfere with the time schedule.
- 4.6.2 **Eligible Crew operating time.** This is the time the crew spends during the workday, performing exotic plant control operations in accordance with this solicitation. Eligible crew operating time includes travel from the designated project location to the treatment sites and includes herbicide spray operations and travel time from spray site to spray site. Eligible operating time does not include travel from CONTRACTOR's office or place of lodging to project location, crew time for lunch and break periods, down time for equipment repair or other crew time delays.
- 4.6.3 **Eligible adverse weather lost time.** During the contract period it is expected that adverse weather (rain and/or wind) will affect the CONTRACTOR's crew and equipment operating time. The CONTRACTOR may charge the DISTRICT a two-hour charge for lost time due to inclement weather, which causes the cancellation of a planned workday, in the event the CONTRACTOR's crew travels to the work site prior to cancellation. On days when the CONTRACTOR has initiated work and continues for more than two hours the two-hour lost time charge does not apply. The CONTRACTOR shall charge the DISTRICT only for hours worked on that day.

4.7 PROJECT LOCATION

The DISTRICT intends to control exotic pest-plants throughout all natural areas within DISTRICT boundaries. However, the majority of the work will be in the Everglades, Water Conservation Areas, Lake Okeechobee, East Coast buffer and SOR lands. Treatment sites will be laid out on map coordinates supplied to the CONTRACTOR. Each area will be treated systematically as directed by DISTRICT staff. In the event of helicopter transport, crews must be available for pick up at a location close to the work site. DISTRICT staff will designate pick-up and drop-off points.




MELALEUCA CONTROL REPORT FOR GROUND OPERATIONS
DAILY REPORT FORM

Ground Crew Supervisor					
Date	Starting Time	Ending Time	Hours Worked	Down Time	
Location					
Coordinates					
Applicator Name		Hours Worked	Applicator Name		Hours Worked
Comments (Weather Condition, Unusual Events, Etc.):					
Coordinates	Time In	Time Out	Description of Work	Trees	Seedlings

I hereby acknowledge on behalf of the South Florida Water Management District that the Data presented in this form is accurate.

Contractor

Date

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16.60100 GENERAL SAFETY

16.60101 Contents

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1	16.60104	References
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4	16.60111	Electrical Safety
6	16.60112	Office Safety
9	16.60120	Responsibilities

16.60102 Scope

This standard provides generic standards, concerning the safety of common activities, which all or most employees may experience at one time or another. The standard covers fire prevention, electrical safety and office safety.

NOTE: All District employees shall adhere to the General Safety Standard

16.60103 Purpose


The purpose of the standard is to provide general standards for managers, supervisors and employees to follow when working for the District.

16.60104 References

- Risk Management Manual - Vol. I
- Risk Management Manual - Vol. II

Policies


Risk Management Policy 16.010

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16.60110 Fire Prevention

1. Fire Prevention

- a. Smoking is permitted only in designated areas.
 - 1) Do not smoke near flammable liquids or gases, nor in the vicinity of their storage and use areas.
 - 2) Do not dispose of cigarette ash or butts directly in a trash can. Ensure cigarette butts are moistened prior to disposal in outside trash containers.
- b. Familiarize yourself with more than one exit route from your work station and the location of your designated assembly area in the event of evacuation.
 - 1) Know the identity of your Fire Captain and Alternate.
- c. Fire extinguishers shall be provided in numbers, sizes and types appropriate for the fire hazards in that particular area.
 - 1) Familiarize yourself with the location, type and use of the nearest fire extinguisher in your area.
 - 2) Coordinate with your Fire Captain to receive hands-on training on the operation and use of the fire extinguisher.
- d. Familiarize yourself with the location and operation of the fire alarm activator nearest your work station.
- e. Keep passageways and work areas clear of obstructions and clutter where fire extinguisher, first aid kits, fire blankets, fire alarm activators and exits are located.
- f. Exit doors shall remain unlocked and unobstructed during working hours.
- g. Heat-generating devices, such as hot plates, space heaters, and cup warmers, are authorized for use only in break rooms. **Unplug** these items when they are not actually in use.

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- h. Do not run electrical or electronic cords directly under combustible walking surfaces, such as rugs, carpets, and mats, without ensuring that these cords are protected from chafing, fraying, and wear.
- i. Do not overload electrical outlets with too many plugs. Use only an industrial grade outlet strip equipped with a circuit breaker and on/off switch. (These may be ordered in various lengths).
- j. Flammable liquids shall be stored only in approved and labeled Type II safety containers. Only those quantities used daily may be kept at work station.
- k. Combustible trash shall be disposed of on a daily basis.

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16.60111 Electrical Safety

1. Electrical Safety

- a. Only authorized, qualified individuals shall make repairs to, or work on, electrical equipment.
- b. Do not use electrical equipment that has frayed, cut, or damaged cords, connections or plugs. Check equipment **before** using it.
- c. Do not replace burnt out fuses of a higher capacity simply to prevent recurrence: instead reduce the electrical load to that circuit.
- d. Do not use an electrical equipment room as a storage area.
- e. Keep access panel, junction boxes, and circuit breaker panels free from obstructions. At least 3 feet of clearance shall be maintained.
- f. Do not use broken receptacles. Report the broken receptacle so it may be repaired.
- g. Junction boxes, receptacles, and access panels shall be enclosed so that no wiring is exposed.
- h. Do not pull a plug from a receptacle by the cord.
- i. Do not run flexible electric cords through windows, doors, or holes in the walls, ceilings or floors. Do not run flexible electric cords under carpeting or rugs, or, as a replacement for fixed wiring. Do not run flexible electric cords where the cord may act as a trip hazard and/or be passed over by equipment and vehicles.
- j. Do not staple cords to walls, ceilings, floors, or furniture.
- k. Do not hang or suspend items from plugs or cords.
- l. Do not work with electrical equipment that is wet or is located near a wet work area, unless specifically designed for such work.

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- m. If electrical equipment malfunctions, overheats, arcs or sparks, immediately turn the equipment off and unplug it or trip the circuit breaker. Do not use the equipment until repaired by an electrician.
- n. Do not use electrical equipment or circuits that are tagged "out of service".
- o. Only three pronged extension cords are authorized for District use.
 - 1) Extension cords are for **temporary** use only and shall not be used to replace fixed wiring; nor shall they remain attached to both the electrical source and load (equipment) overnight; they must be unplugged and stored **daily**.
- p. Computer equipment and electronic equipment shall be plugged into a surge/lightening protector. These are available through Technical Services (computer equipment) and Electronics (all other equipment).
- q. All heat-producing devices, such as coffee makers, space heaters, cup warmers, etc., which are intended for use on District property, shall be submitted to the Electrical Division for inspection and authorization **prior to use on District property**.

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16.60112 Office Safety

1. Office Safety


- a. Report defective equipment to your supervisor so it may be repaired.
Do not use defective equipment.
- b. Close copy machine lids before making copies,; looking into the bright light may cause eye injuries.
- c. Do not lean or reach over moving or rotating equipment (printers, autofeed copiers, fans, etc.,) while wearing ties, scarves, loose sleeves, loose jewelry, etc., as this clothing may catch in the equipment.
- d. Do not insert fingers, metal objects (paper clips, pens, letter openers) or other material into energized electrical equipment. De-energize the equipment by turning it off and unplugging it so it will not be unexpectedly activated.
- e. Keep fingers away from ejecting slot when testing stapler, do not point stapler at face while attempting to unjam it.
- f. Do not open more than one file drawer at a time. Immediately close it upon removing or replacing needed files.
 - 1) Do not leave file drawers of shelves open and unattended.
- g. Position file cabinets so they do not obstruct a passageway, doorway, or emergency exit when opened.
- h. Do not slam file cabinet drawers shut. Hold only the handle and not the edge of the drawer, then slowly close the drawer.
- i. Do not lean to the floor while seated to pick up dropped objects. Get out of the chair and bend from the knees to pick up the object.
- j. Do not use chairs, furniture, or boxes for support, or to stand on while reaching for objects.
- k. Do not leave open scissors, razor blades, knives or other sharp objects lying about.

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- l. Make sure fingers and clothing are away from cutting edge of paper cutter and that you are holding the handle before making cuts.
- m. Do not sure stacked materials or heavy objects on the top of bookcases or file cabinets
- n. Do not place beverage containers on electrical equipment.
- o. Do not run through hallways.
- p. Do not carry materials so as to obstruct your view while walking through hallways.
- q. Do not place items or pencils in pencil cups with the pointed ends up.
- r. Adjust the chair so that your back is straight and your hands extend to the keyboard at a 90 degree angle from your elbows. Raise your feet so that your knees are slightly above the height of your hips. Use a footrest if needed.
- s. Be sure you have an adequate length of cord before moving or turning while speaking on the phone. Do not place bevrage near a phone.
- t. Do not lean back with two legs of a chair, or lean back in a wheeled chair.
- u. use proper lifting techniques when moving office equipment and supplies. Use carts or get help when needed.
 - 1) Headquarters personnel shall contact Administrative Services to move office furniture, file cabinets and other large items.
- v. Keep walking and working surfaces free of trip hazards, clutter, and cords, clean up spills immediately.
- x. Do not toss or throw office supplies and equipment to one another.
- y. Two-drawer file cabinets shall not be stacked on each other.

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- z. Office furniture shall not be arranged so as to obstruct fire-fighting equipment, fire alarms or exits.
 - 1) When arranging office furniture, at least a 36 inch wide unobstructed corridor to the exit shall be maintained.
- aa. When working with office chemicals (toner, dispersant, white-out, glues, cleaners, etc.), or other chemicals:
 - 1) Do not eat, drink or smoke.
 - 2) Wash hands immediately after handling. Wear gloves if needed.
 - 3) Avoid inhaling fumes or vapors.
 - 4) Avoid splashing the material. Wear eye protection as needed.
- bb. Report any broken or inoperable emergency lighting, exit lights or fire extinguisher to your supervisor immediately. An Administrative Services work order shall be submitted for the immediate repair/replacement of these items.

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16.60120 Responsibilities

1. Supervisors

- a. Supervisors and those employees performing supervisory duties, are directly responsible for the safe conduct of any and all work under their control.
- b. Supervisors are responsible for providing and ensuring that employees receive safety training appropriate for the tasks they are to accomplish and the hazards that may be experienced.
- c. Supervisors are responsible for providing and ensuring that unsafe acts or conditions within their areas of responsibility are immediately corrected.
- d. Supervisors shall provide a copy of written safety requirements to employees upon request.
- e. Supervisors are directly responsible for enforcing safety requirements, practices, and principles applicable to the tasks being accomplished.
- f. Supervisors are responsible for ensuring that they remain knowledgeable of the most recent safety requirements pertaining to their areas of supervision.
- g. Supervisors shall inspect the work areas, for which they are responsible, to ensure there are no fire or other hazards remaining at the close of the work day.

2. Employees

- a. As a condition of employment, employees shall comply with the District's Risk Management Policy.
- b. Employees are responsible for reporting all accidents and injuries, regardless of how minor, to their supervisors the same day the accident occurred.

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- c. Employees are responsible for the care, maintenance and proper use of safety equipment provided.
- d. Employees are responsible for reporting unsafe acts and conditions to their supervisors immediately upon discovery and shall immediately correct any which are within their capability to correct, regardless of whether or not it is their specified duty.

PART 5
M/WBE GUIDELINES AND INFORMATION

5.1 M/WBE DEFINITIONS AND INTERPRETATIONS

The following definitions are extracts from Chapter 40E-7, Part VI, F.A.C., the "Supplier Diversity and Outreach M/WBE Contracting Rule" ("M/WBE Rule") of the South Florida Water Management District ("District"). Please refer to a copy of the entire M/WBE Rule for a complete list of definitions and a full description of each.

"Minority/Woman Business Enterprise" or "M/WBE". A firm certified by the District as a legally organized, independent small business concern which currently performs a useful business function and is at least 51 percent owned by minority persons and/or women who are citizens or lawful permanent residents of the United States. A minority/woman owner (s) shall be the license holder, qualifying agent, and/or the professional license holder and posses the authority to control and exercise dominant control over the management and daily operations of the business.

"Minority" person. An individual who is a citizen or lawful permanent resident of the United States, who is (a) African American; (b) Asian American; (c) Hispanic American or (d) Native American.

"Joint Venture". An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

"Relevant Market Area". Includes the following Florida counties: Broward; Charlotte; Collier; Dade; Glades; Hendry; Highlands; Lee; Martin; Monroe; Okeechobee; Orange; Osceola; Palm Beach; Polk; St. Lucie; Alachua; Brevard; Duval; Hillsborough; Indian River; Leon; Pinellas; Seminole; and Volusia.

"Small Business". An independently owned and operated business concern with a net worth of not more than \$3 million and an average net income after federal income taxes, excluding any carryover losses, for the preceding 2 years of not more than \$2 million. As applicable to sole proprietorships, the \$3 million net worth requirement shall include both personal and business investments.

"Useful Business Function". Applicable to M/WBE's that are responsible for the execution of a distinct element of the work of a contract and carrying out its responsibilities in actually performing, managing and supervising the work involved. In the case of a new firm, currently performing a useful business function shall mean three (3) months prior to seeking M/WBE certification with the District.

"Woman." A female, regardless of race or ethnicity.

5.2 POLICY

Pursuant to the M/WBE Rule, the District shall establish goals and incentives to increase the participation of available Minority and Woman Business Enterprises ("M/WBE's"). An objective of the District is to remedy documented disparities in District contracting and the present effects of past marketplace discrimination. The M/WBE Rule sets forth the efforts the District and its contractors shall undertake to comply with the requirements of this Rule. The provisions of the Rule shall apply to all competitive solicitations for commodities, construction, professional and other contractual services and any resulting contract, including change orders, and amendments.

5.3I INQUIRIES

Information about M/WBE certification requirements can be obtained by calling the District's Office of Supplier Diversity and Outreach ("SDO Office"). Telephone: (561) 682-6446, or (800) 432-2045, extension 6446. Fax: (561) 682-6397. A copy of the M/WBE Rule is available upon request.

5.4 M/WBE GOAL

NOTE: No minimum M/WBE participation goal has been established for this solicitation.

A. The District has not established a minimum M/WBE participation goal for this solicitation. However, M/WBE participation is strongly encouraged and will be recognized through the award of points as outlined in Part 3 of this solicitation. If a respondent is a District certified M/WBE and/or can identify M/WBE subcontracting opportunities for District certified firms, the District shall evaluate such participation and award points in accordance with Part 5 of this RFP. Please refer to Part 5 for further details and note that the M/WBE Utilization Plan and forms entitled "Statement of Intent to Perform as an M/WBE Subcontractor" and "Schedule of Subcontracting/M/WBE Participation" are only required for submission with proposals when M/WBE subcontracting opportunities have been identified by the respondent.

5.5 SUBMISSION OF M/WBE UTILIZATION PLAN

A. Respondents shall identify all firms which will be utilized as subcontractors or joint venture partners. The respondent must provide proof that each firm to be utilized as an M/WBE prime or subcontractor is certified with the District. Each subcontractor and prime shall be listed in the respondent's Utilization Plan, and submitted with the proposal as a **separate, detachable section**. The listing of M/WBE's in the Utilization Plan shall constitute the respondent's representation to the District that the M/WBE firms are technically and financially qualified and available to perform the assigned work. The plan shall contain the following forms:

1. The *Statement of Business Organization* form, which includes the names of all subcontractors proposed for work, regardless of M/WBE status.

2. The *Statement of Intent to Perform as an M/WBE Subcontractor* form, which confirms (1) the intent of the prime to establish a business relationship with each M/WBE subcontractor; and (2) the M/WBE participation percent. One form must be completed and signed by each proposed M/WBE subcontractor. M/WBE subcontractors must indicate the percent of the dollar value of their subcontracts that will be sublet and/or awarded to non-minority contractors and/or suppliers.

3. The *Schedule of Subcontractor/M/WBE Participation Form*, which identifies all M/WBE firms which will be utilized as subcontractors, delineates the specific elements of work each M/WBE firm will be responsible for performing, and identifies the dollar value of the M/WBE work as a percentage of the total contract value. In the case of CCNA contracts, the form shall reflect the amount of total project work which shall equate to the percentage of project dollars assigned to M/WBE firms.

4. Joint Venture Agreement (if applicable). Appropriate forms are available from the SDO Office to determine the eligibility of a joint venture. Where M/WBE ownership in the joint venture is 51 percent or more, 100 percent of the dollar value of the contract shall be count toward goal attainment.

5. Proof of certification. Provide proof that each proposed firm to be utilized as an M/WBE prime or subcontractor is certified by the District.

6. Include a copy of an organization chart which illustrates the responsibilities of the key personnel, of both the prime and subcontractors, to be assigned to the project along with reporting relationships among them.

Note: If the respondent is recommended for award, any changes to the Utilization Plan which may occur during contract negotiations shall be provided in a revised Utilization Plan. The M/WBE Utilization Plan shall represent the minimum M/WBE participation percent for any subsequent amendments/work orders.

5.6 M/WBE GOAL ATTAINMENT

Any proposed participation by firms not certified with the District at the time of proposal submission will not count towards M/WBE goal attainment. Respondents are strongly encouraged to contact the SDO Office well in advance of the date set for receipt of proposals to allow sufficient time for review and determination of M/WBE eligibility and certification.

Only expenditures to M/WBE's that perform a useful business function may be counted towards goal attainment, i.e., work actually performed, supervised and managed by a certified M/WBE. A firm shall not be considered to be performing a useful business function if it further subcontracts a

significantly greater portion of the contract work than would be expected based on normal industry practice, and if the firm performs no substantive service or is a passive conduit. An M/WBE subcontractor shall not be allowed to subcontract all or a majority of the subcontracted portion of the work to another non-M/WBE firm or firms.

A. The District will count toward a respondent's M/WBE goal attainment the M/WBE fees or commissions charged for providing direct labor or a bona fide service, such as professional, technical, consultant or managerial services, which includes assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, consistent with customary industry practice.

B. The District will not count toward a respondent's M/WBE goal attainment any portion or portions of the M/WBE subcontractor's work that is subcontracted back to:

1. the respondent, either directly to or through any other company or firm owned and/or controlled by the respondent; or
2. any non-M/WBE firm with which the M/WBE firm has a present business relationship. A present business relationship is defined as both firms having some of the same owners or the sharing of space, equipment, financing or employees.

5.7 POINTS FOR M/WBE PARTICIPATION

The District shall award points for M/WBE participation as reflected in Table 5.1. A respondent **exceeding** the minimum goal will obtain additional points up to the maximum points available. **Maximum** points will be awarded to the respondent if 51% or more of the total project work is performed by M/WBE firms.

The total project dollars (\$) identified in the proposal shall be divided by the respondent's expenditures to an M/WBE subcontractor providing direct labor or a bona fide service.

TABLE 5.1
POINTS FOR % OF M/WBE PARTICIPATION

10 POINTS FOR M/WBE PARTICIPATION

≥51%	=	10 points
≥45%	=	9 points
≥40%	=	8 points
≥35%	=	7 points
≥30%	=	6 points
≥25%	=	5 points
≥20%	=	4 points
≥15%	=	3 points
≥10%	=	2 points

20 POINTS FOR M/WBE PARTICIPATION

≥51% =	20 points
≥45% =	18 points
≥40% =	16 points
≥35% =	14 points
≥30% =	12 points
≥25% =	10 points
≥20% =	8 points
≥15% =	6 points
≥10% =	4 points

5.8 M/WBE COMPLIANCE

A. Good Faith Efforts: The contractor shall take all necessary and reasonable steps to achieve and maintain the M/WBE participation goal as indicated in the contractor's M/WBE Utilization Plan. At any time during the term of the contract, the District may request information on the M/WBE participation under the contract and may request the Contractor to increase its efforts and volume of awards to certified M/WBE firms relative to the agreed upon commitment. At any time during the term of the contract, the District may request information on the M/WBE status of the Contractor and/or any and all of its subcontractor(s). The Contractor shall notify the District immediately of any change in business ownership, management, or control of the Contractor or any of its subcontractor(s), that could affect the Contractor's M/WBE status or the Contractor's ability to comply with the M/WBE requirements of the contract.

B. Compliance. The District shall monitor and evaluate compliance with the provisions of the M/WBE Rule. During the term of any subsequent contract, the successful respondent shall comply with all M/WBE plans made in its proposal, as may have been amended in negotiations. Compliance for use of M/WBE's shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and work orders. After contract execution, the successful respondent shall maintain the level of M/WBE participation established in the contract. Failure to comply with the M/WBE requirements of an awarded contract can result in the District enforcing any of the compliance provisions as provided for in the attached sample contract.

C. M/WBE Substitution. The successful respondent must contact the District's SDO Office when the need to replace an M/WBE subcontractor arises. The respondent must submit to the District's SDO Office an **updated** version of the following:

- 1) *Schedule of Subcontractor/Minority Women Business Enterprise (M/WBE) Participation* form.
- 2) *Statement of Intent to Perform as a M/WBE Subcontractor* form for each substitute firm.

D. Records. The respondent shall maintain records, and information necessary to document compliance with Contract requirements, and shall include the right of the District to inspect such records.

E. Prohibition of Not-To-Compete Agreements. The respondent is prohibited from entering into any agreements with an M/WBE subcontractor in which the M/WBE subcontractor promises not to provide subcontracting quotations to other respondents or potential respondents. Failure to comply with the M/WBE requirements of an awarded contract will be considered a breach of contract and may further result in suspension or debarment of firms for activity contrary to the District's M/WBE Rule.

F. False Representation. Any individual who falsely represents any entity as an M/WBE or does not fulfill the contractual obligations is subject to be penalties under Section 287.094, F.S.

G. Intent of Employment. Participation by an M/WBE firm shall not be considered toward M/WBE goal attainment and the M/WBE firm shall be disqualified, if the owner or owners of an M/WBE firm engage in an agreement with a non-M/WBE firm with the intent of securing employment (with that non-M/WBE firm) during the course of performing a District contract.

H. Broker's Fees. An M/WBE subcontractor shall be prohibited from engaging in a subcontracted agreement with the intent of collecting a broker's fee or commission, and whose employees perform none of the direct labor or service activities specified in the contract.



STATEMENT OF NO RESPONSE

SOLICITATION NO. C-13621

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Division
 South Florida Water Management District
 P.O. Box 24680, West Palm Beach, FL 33416-4680
 Fax Number: 561-687-6397

REASONS:

1. _____ Do not offer this product/service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and/or insurance requirements.
8. _____ Unable to meet M/WBE Requirements.
9. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
10. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

The District may delete the names of those persons or businesses who fail to respond to three (3) consecutive solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? Yes No

COMPANY: _____
 NAME: _____ TITLE: _____
 ADDRESS: _____
 TELEPHONE: (____) _____ DATE: _____

Certified Minority or Woman-owned Business Enterprise ? Yes No

If Yes, Check (✓): Hispanic, Female, Asian, Black, Native American

Certifying Agency: _____

STATEMENT OF BUSINESS ORGANIZATION

SOLICITATION NO. C-13621

BUSINESS ORGANIZATION

Business Name				
Mailing Address				
Remittance Address				
State of Incorporation				
FID # or SS #				
Telephone #	()		Fax #: ()	
Type of Organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Individual
Contact Person(s)				

If respondent is a corporation, provide certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in the State of Florida.

M/WBE STATUS

**Identify below the parties which comprise the business association in this bid/proposal. Indicate if the prime contractor, or sub-contractor(s) are certified Minority Business Enterprise(s) parties.
M/WBE firms MUST be certified by the District PRIOR to bid/proposal submission.
(List each below or on a separate sheet)**

Business Association	Name	SFWMD Certified M/WBE Classification					Non-Minority	% of Contract
		A	B	F	H	N		
Prime Contractor								
Joint Venture								
Sub-Contractor								
Sub-Contractor								
Sub-Contractor								
								100%

A = Asian American B = African American F = Woman Owned H = Hispanic American N = Native American

A COPY OF THE DISTRICT'S CURRENT CERTIFICATION LETTER MUST BE ATTACHED!

Signature

Title



STATEMENT OF INTENT TO PERFORM AS AN M/WBE SUBCONTRACTOR

CONTRACT NO. C-13621

(A signed Statement must be completed by the owner or authorized principal of each M/WBE firm listed in the "Schedule of Subcontractor (M/WBE) Participation" Form.)

[NOTE: Pursuant to District Rule 40E-7.647, F.A.C., M/WBE firms participating in the District's Supplier Diversity Program, must have "current" certification status with the District prior to bid/proposal submission.]

_____ agrees to perform work on the above
(Name of Subcontractor/Supplier)

project as (check one): a partnership; a corporation; an individual; a joint venture. The Subcontractor/Supplier will enter into a formal agreement for the work with

_____ (Name of Prime Contractor)
conditioned upon the company executing a contract with the South Florida Water Management District.

Item #	Type of Work	Agreed Price
1		
2		
3		
	TOTAL VALUE OF WORK	

Current Net Worth: \$ _____ Number of Permanent Full-Time Employees: _____

Indicate a projected start date for the above work, a projected completion date and the percent of the dollar value of the above subcontract(s) that will be sublet and/or awarded to non-M/WBE contractors and/or suppliers.

Item #	Start Date	Completion Date	% Non-M/WBE Participation

Subcontractor Signature

Title

Date

SCHEDULE OF SUBCONTRACTOR/MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

CONTRACT #: C-13621				DATE FORM SUBMITTED:	
PROJECT NAME & LOCATION: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL				PROJECT START DATE:	
PRIME CONTRACTOR:			ADDRESS:		
CONTACT PERSON:			TELEPHONE #: ()		FAX #: ()
Subcontractor	M/WBE Classification	Address	Phone	Type of Work To Be Performed	Sub-Contract Amount (Agreed Price)
					\$
					\$
					\$
					\$
					\$
					\$
total					\$
M/WBE CLASSIFICATION: B - African American A - Asian American H - Hispanic F - Female N - Native American N/A - Not Applicable			PRIME CONTRACTOR TO COMPLETE: CONTRACT PRICE		\$
			M/WBE Subcontractor Participation (Line 8 divided by Contract Price)		%

The listing of a M/WBE shall constitute a representation by the bidder to the District that the bidder believes such M/WBE to be technically and financially qualified and available to perform the work described. Bidders are advised that the information contained herein may be verified.

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

Signature	Title	Date
-----------	-------	------

DOCUMENT MUST BE PROVIDED WITH BID AND SIGNED BY THE PERSON SIGNING THE BID

MINORITY BUSINESS UTILIZATION REPORT

Submit With Each Invoice

CONTRACT NO.: C-13621		DATE FORM SUBMITTED:
PROJECT NAME: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	WORK PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #: ()	FAX #: ()

SUBCONTRACTING INFORMATION

to be submitted with payment request

Subcontractor	Address	Description of Work	Sub-Contract Amount (Agreed to Price)	Amount Paid This Period	Amount Paid To Date	Actual Start Date	Scheduled End Date	Gender		Race Ethnicity					
								M	F	A	B	W*	H	N	

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

*Use "W" Category for White Females Only.

Signature	Title	Date
-----------	-------	------

***** DOCUMENT MUST BE PROVIDED TO DISTRICT'S OFFICE OF SUPPLIER DIVERSITY & OUTREACH *****

FINAL M/WBE UTILIZATION REPORT

Submit With Final Invoice

CONTRACT NO.: C-13621		DATE FORM SUBMITTED:
PROJECT NAME: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	WORK PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #: ()	FAX #: ()

SUBCONTRACTING INFORMATION

A list of all M/WBE firms used on the project must be submitted with the Final Payment Request (This form may be copied)

Subcontractor	Address	Description of Work	Original Sub-Contract Amount (Agreed to Price)	Total Amount Paid	Gender		Race Ethnicity					
					M	F	A	B	W*	H	N	
TOTALS			\$	\$								

If "Total Amount Paid" is less than the "Original Subcontract Amount", provide an explanation for the variance.

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

*Use "W" Category for White Females Only.

SIGNATURE	TITLE	DATE
-----------	-------	------

***** DOCUMENT MUST BE PROVIDED TO DISTRICT'S OFFICE OF SUPPLIER DIVERSITY & OUTREACH *****



JOINT VENTURE DISCLOSURE AFFIDAVIT

The undersigned does hereby declare that the statements contained in this application and all attachments which have been provided in support of this application (hereafter referred to as THIS APPLICATION) are true, accurate and complete and include all material information necessary to identify and explain the terms and operation, including the participation by each party, of

(Insert full name of joint venture here)

Further, the undersigned agrees to provide the Certifying Agency (hereafter referred to as the AGENCY) with current, complete, and accurate information regarding THIS APPLICATION, its attachments, actual joint venture work, payments therefore and any proposed changes to the joint venture agreement. The undersigned further agrees that, as part of this application, the AGENCY may freely contact any person or organization named in THIS Application to verify statements made and/or to secure additional information or data required to grant to, or withhold from, the applicant company eligibility as a joint venture. The undersigned understands and agrees that failure to submit required materials and/or to consent to interview(s), audit(s), and/or examination(s) will be grounds for immediate rejection of the application.

It is recognized and acknowledged that the statements contained in THIS APPLICATION are true and that any material misrepresentation will be grounds for M/WBE decertification and may result in not awarding or terminating contracts which may be awarded as the result of information contained in THIS APPLICATION. It is further recognized that whoever makes such false statements or material misrepresentations may be found guilty of a misdemeanor or felony under Chapter 837, F.S.

Furthermore, the undersigned acknowledges that (he/she) may not fraudulently obtain, retain, attempt to obtain nor aid another in fraudulently obtaining or retaining or attempting to obtain M/WBE certification; willfully make a false statement, to agency or employee for the purpose of influencing the certification of an entity as a MBE or WBE; or willfully obstruct, impede or attempt to obstruct or impede an official or employee who is investigating the qualifications of a business entity which has requested M/WBE certification.

FRAUD

The applicant further understands that false statements or material misrepresentations made in this application will be grounds for initiating action under local, state and federal laws which deal with fraud and perjury. The AGENCY may initiate actions as it deems appropriate, including but not limited to, forwarding pertinent information to the appropriate governmental authorities.

The undersigned further acknowledges that M/WBE certification is normally reviewed every three (3) years, however the AGENCY retains the right to reevaluate the contents of THIS APPLICATION the joint venture agreement and the certification of the M/WBE parties at any time.

Signature _____
Name (type or print) _____
Title _____
Company _____
Date _____

Signature _____
Name (type or print) _____
Title _____
Company _____
Date _____

Date _____
State of _____
County of _____

On this ____ day of _____, 19____, before me appeared _____, to me personally known, did execute the foregoing affidavit, and represented that he/she was properly authorized by _____ (name of firm) to execute the affidavit and did so as his/her free act and deed.

Notary Public
State of _____
Commission Number _____
My Commission Expires _____

Revised 6/97

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
JOINT VENTURE DISCLOSURE APPLICATION**

RETURN AFFIDAVIT TO:

Office of Supplier Diversity & Outreach
P. O. Box 24680
West Palm Beach, FL 33416-4680

Minority/Woman-owned businesses must be certified by the District PRIOR to bid/proposal submission.

PRIMARY PARTY OF JOINT VENTURE:									
BUSINESS NAME & ADDRESS:				BUSINESS TELEPHONE NUMBER: ()			MINORITY STATUS: <input type="checkbox"/> Asian Amer. <input type="checkbox"/> Native Amer.		
				MINORITY/WOMAN OWNERSHIP %:			<input type="checkbox"/> African Amer. <input type="checkbox"/> Woman Owned <input type="checkbox"/> Hispanic Amer. <input type="checkbox"/> White		
MAJORITY OWNER OF FIRM;			MAJORITY OWNER TITLE:			HOME TEL #:	()		
						BUS TEL #:	()		
LIST TOTAL CONTRIBUTIONS:			TOTAL CASH:			ESTIMATED CASH FLOW:			
\$			\$			\$			
EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	COST
LIST ALL PROFESSIONAL LICENSES HELD BY YOUR FIRM WHICH AUTHORIZE WORK/SERVICE									
PROFESSIONAL LICENSE	NUMBER	LICENSEE	M/WBE CODE						

SECONDARY PARTY OF JOINT VENTURE:									
BUSINESS NAME & ADDRESS:				BUSINESS TELEPHONE NUMBER: ()			MINORITY STATUS: <input type="checkbox"/> Asian Amer. <input type="checkbox"/> Native Amer.		
				MINORITY/WOMAN OWNERSHIP %:			<input type="checkbox"/> African Amer. <input type="checkbox"/> Woman Owned <input type="checkbox"/> Hispanic Amer. <input type="checkbox"/> White		
MAJORITY OWNER OF FIRM;			MAJORITY OWNER TITLE:			HOME TEL #:	()		
						BUS TEL #:	()		
LIST TOTAL CONTRIBUTIONS:			TOTAL CASH:			ESTIMATED CASH FLOW:			
\$			\$			\$			
EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	EQUIPMENT	TOTAL	COST	COST
LIST ALL PROFESSIONAL LICENSES HELD BY YOUR FIRM WHICH AUTHORIZE WORK/SERVICE									
PROFESSIONAL LICENSE	NUMBER	LICENSEE	M/WBE CODE						

ATTACH JOINT VENTURE AGREEMENT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

GROUND APPLICATION SERVICES FOR EXOTIC INVASIVE PLANTS

C-13621



MINORITY/WOMAN BUSINESS ENTERPRISE CONTRACTORS

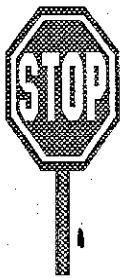
REVISED LANGUAGE - January 8, 2001

*This list does not represent a listing of all available, certifiable minority-owned & woman-owned firms. Any proposed participation by firms **NOT CERTIFIED with the District pursuant to the South Florida Water Management District's M/WBE Contracting Rule 40E-7.653, F.A.C. ("Rule")** at the time of bid/proposal submission will not count towards M/WBE goal attainment. Bidders/respondents are strongly encouraged to seek certification for M/WBE subcontractors either not listed herein, or not currently certified, **WELL IN ADVANCE** of the date set for receipt of bid/proposals to allow sufficient time for review of such firms and a determination of M/WBE eligibility.*

ONLY FIRMS WITH A MINORITY VENDOR CODE (MVC) OF: B, H, A, N, & F ARE CURRENTLY CERTIFIED WITH THE DISTRICT

For additional available firms, visit the District's web site at: <http://www.sfwmd.gov/org/exo/sdo/bizops.html>

July 16, 2001



DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
DETAIL VENDOR LIST BY COMMODITY

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AQUATIC WEED CONTROL

98805

AGRIDECC/AGRICULTURAL DEVE CONS 6501 NW 36TH ST STE 380 MIAMI FL 33166	CONTACT: FREDERICO POEY PHONE: 305-598-5777 VENDOR #: 35567 A	MVC: H
AQUATIC BIOLOGIST INC 750 LANARK STREET SANFORD FL 32773	CONTACT: EUIS A PEREZ PHONE: 800-785-2000 VENDOR #: 31636 A	MVC: H
AQUATIC PLANT MGT INC 2737 BAHIA RD WEST PALM BEACH FL 33406	CONTACT: TOM MANGANO PHONE: 561-642-5442 VENDOR #: 24536 C	MVC: H
AQUATIC PLANT MGT INC PO BOX 477 VENUS FL 33960	CONTACT: AL SUAREZ PHONE: 954-444-1379 VENDOR #: 24536 A	MVC: H
CURTOOM GROUP INC PO BOX 76192 TAMPA FL 33675	CONTACT: PAUL CURTIS PHONE: 813-248-0001 VENDOR #: 11263 A	MVC: B
ENVIRONMENTAL PERMIT/DESGN INC OF SW FL 3800 S TAMIAMI TRL STE 327 SARASOTA FL 34239-6909	CONTACT: DONNA CLARKE, PRES PHONE: 941-951-1141 VENDOR #: 15081 A	MVC: F
FOSSITT GROUNDWORK INC PO BOX 470639 LAKE MONROE FL 32747-0639	CONTACT: LORENE F FOSSITT PHONE: 407-324-1106 VENDOR #: 20335 A	MVC: F
FREEDOM PIPELINE CORP 5380 SW 208TH LN FORT LAUDERDALE FL 33332	CONTACT: KATHY MARTELL PHONE: 954-434-8070 VENDOR #: 21572 A	MVC: F
HOMESTEAD CONCRETE/DRAINAGE PO BOX 1273 HOMESTEAD FL 33090	CONTACT: GEORGE WHITE/ALFREDO PHONE: 888-848-9649 VENDOR #: 26331 A	MVC: H
HYDROFLORA INC 819 SW 14TH STREET FT LAUDERDALE FL 33316-2215	CONTACT: BONNIE LAMB PHONE: 954-728-9298 VENDOR #: 29276 A	MVC: F
KIMS FL GARDEN LAWN MAINT INC 3721 AVE H EAST MIVIERA BEACH FL 33404	CONTACT: JAMES HOWARD, OPER MG PHONE: 561-845-8830 VENDOR #: 20336 A	MVC: B
OMEGA CONTRACTING INC 221 NE 13TH ST POMPANO BEACH FL 33060	CONTACT: JUDY LANDIS PHONE: 954-941-9900 VENDOR #: 26509 A	MVC: F

DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
DETAIL VENDOR LIST BY COMMODITY

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PLANT EXPERTS INC PO BOX 17943 WEST PALM BEACH FL 33416	CONTACT: MAHMOOD ANWAR PHONE: 561-969-6362 VENDOR #: 13654 A	MVC: F
MELALEUCA CONTROL		98850
AQUATIC BIOLOGIST INC 750 LANARK STREET SANFORD FL 32773	CONTACT: EUIS A PEREZ PHONE: 800-785-2000 VENDOR #: 31636 A	MVC: H
AQUATIC BIOLOGIST INC 750 LANARK STREET SANFORD FL 32773	CONTACT: EUIS A PEREZ PHONE: 800-785-2000 VENDOR #: 31636 A	MVC: H
AQUATIC PLANT MGT INC 2737 BAHIA RD WEST PALM BEACH FL 33406	CONTACT: TOM MANGANO PHONE: 561-642-5442 VENDOR #: 24536 C	MVC: H
AQUATIC PLANT MGT INC PO BOX 477 VENUS FL 33960	CONTACT: AL SUAREZ PHONE: 954-444-1379 VENDOR #: 24536 A	MVC: H
BANNERMAN LANDSCAPING INC 901 NW 143 ST MIAMI FL 33168	CONTACT: MELVIN BANNERMAN PHONE: 305-621-2790 VENDOR #: 28632 A	MVC: B
BONN J CONTRACTING INC OF FL 2596 CURRYVILLE RD CHULUOTA FL 32766	CONTACT: BONNIE RIMEL PHONE: 407-977-7666 VENDOR #: 25928 A	MVC: F
CHAPLES TRACTOR & AGRI SVC INC 5901 SW 160TH AVE FORT LAUDERDALE FL 33331	CONTACT: VERA/ GAY CHAPLES PHONE: 954-434-5812 VENDOR #: 28621 A	MVC: F
ENVIRONMENTAL PERMIT/DRSGN INC OF SW FL 3800 S TAMiami TRL STE 327 SARASOTA FL 34239-6909	CONTACT: DONNA CLARKE, PRES PHONE: 941-951-1141 VENDOR #: 15081 A	MVC: F
ENVIRONMENTAL PROCESS SYS INC 420 S DIXIE HWY STE 4B CORAL GABLES FL 33146	CONTACT: MARIA R DE LA PORTILL PHONE: 305-667-3612 VENDOR #: 30958 A	MVC: H
HOMESTEAD CONCRETE/DRAINAGE PO BOX 1273 HOMESTEAD FL 33090	CONTACT: GEORGE WHITE/ALFREDO PHONE: 888-848-9649 VENDOR #: 26331 A	MVC: H
L&D NURSERY INC 3160 NORTHLAKE BLVD PALM BEACH GARDENS FL 33403	CONTACT: DEBORAH JARRELL PHONE: 561-881-5549 VENDOR #: 26084 A	MVC: F

DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
DETAIL VENDOR LIST BY COMMODITY

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LEWIS GRAHAM LANDSCAPE
1808 PALM BEACH TRACE DR.
ROYAL PALM BEACH FL 33411
CONTACT: LEWIS C GRAHAM
PHONE: 561-795-6341
VENDOR #: 28572 A
MVC: B

OMEGA CONTRACTING INC
221 NE 13TH ST
POMPANO BEACH FL 33060
CONTACT: JUDY LANDIS
PHONE: 954-941-9900
VENDOR #: 26509 A
MVC: F

PALM BEACH PACIFIC INC
PO BOX 16545
WEST PALM BEACH FL 33416
CONTACT: ARMANDO W RIVERO
PHONE: 561-434-0711
VENDOR #: 36635 A
MVC: H

S OCEAN ENTERPRISES INC
165 PONCE DELEON ST
ROYAL PALM BEACH FL 33411
CONTACT: PEDRO ORNELAS
PHONE: 561-333-1851
VENDOR #: 33515 A
MVC: H

TREE/VEGETATION/WEED CONTROL SERVICES (NON-AQUATIC) 98889

ABC LANDCLEARING & DEVE INC
200 WILLARD ST STE 2C
COCOA FL 32952
CONTACT: JAMES GOINS
PHONE: 321-636-4734
VENDOR #: 26803 A
MVC: B

ABC LANDCLEARING & DEVE INC
200 WILLARD ST STE 2C
COCOA FL 32952
CONTACT: JAMES GOINS
PHONE: 321-636-4734
VENDOR #: 26803 A
MVC: B

AGRIDEC/AGRICULTURAL DEVE CONS
6501 NW 36TH ST STE 380
MIAMI FL 33166
CONTACT: FREDERICO PORY
PHONE: 305-598-5777
VENDOR #: 35567 A
MVC: H

AQUATIC PLANT MGT INC
2737 BAHIA RD
WEST PALM BEACH FL 33406
CONTACT: TOM MANGANO
PHONE: 561-642-5442
VENDOR #: 24536 C
MVC: H

AQUATIC PLANT MGT INC
PO BOX 477
VENUS FL 33960
CONTACT: AL SUAREZ
PHONE: 954-444-1379
VENDOR #: 24536 A
MVC: H

ARAZOZA BROTHERS CORP
PO BOX 924890
HOMESTEAD FL 33092
CONTACT: ALBERT ARAZOZA
PHONE: 800-238-1510
VENDOR #: 22665 A
MVC: H

BANNERMAN LANDSCAPING INC
901 NW 143 ST
MIAMI FL 33168
CONTACT: MELVIN BANNERMAN
PHONE: 305-621-2790
VENDOR #: 28632 A
MVC: B

CHARLES TRACTOR & AGRI SVC INC
5901 SW 160TH AVE
FORT LAUDERDALE FL 33331
CONTACT: VERA/ GAY CHARLES
PHONE: 954-434-5812
VENDOR #: 28621 A
MVC: F

DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
DETAIL VENDOR LIST BY COMMODITY

ID: DISTP016_D.LIS
PAGE: 4

COASTAL PLANTING SERVICE 15771 80TH DR N PALM BCH GARDENS FL 33418	CONTACT: KATHLEEN A BAXTER PHONE: 561-747-3436 VENDOR #: 26612 A	MVC: F
CONTRACT SITE SERVICES INC 1331 WYNDCLIFF DR WELLINGTON FL 33414	CONTACT: LISA BROOKS PHONE: 561-793-4655 VENDOR #: 21671 A	MVC: F
CURTOOM GROUP INC PO BOX 76192 TAMPA FL 33675	CONTACT: PAUL CURTIS PHONE: 813-248-0001 VENDOR #: 11263 A	MVC: B
ENVIRONMENTAL PERMIT/DESGN INC OF SW FL 3800 S TAMiami TRL STE 327 SARASOTA FL 34239-6909	CONTACT: DONNA CLARKE, PRES PHONE: 941-951-1141 VENDOR #: 15081 A	MVC: F
ENVIRONMENTAL PROCESS SYS INC 420 S DIXIE HWY STE 4B CORAL GABLES FL 33146	CONTACT: MARIA R DE LA PORTILL PHONE: 305-667-3612 VENDOR #: 30958 A	MVC: H
FL ENVIRONMENTAL CLEARING INC. PO BOX 1567 DAVENPORT FL 33836	CONTACT: PAT ESPOSITO SR PHONE: 800-322-7877 VENDOR #: 10701 A	MVC: F
FOSSITT GROUNDWORK INC PO BOX 470639 LAKE MONROE FL 32747-0639	CONTACT: LORENE F FOSSITT PHONE: 407-324-1106 VENDOR #: 20335 A	MVC: F
FOSTERS THE DO IT ALL HANDYMAN 400 NW 183RD ST MIAMI FL 33169	CONTACT: ADRIAN FOSTER PHONE: 305-249-2000 VENDOR #: 39879 A	MVC: B
GOLDEN EAGLE ENGR CONTRS INC 307 S WASHINGTON AVE TITUSVILLE FL 32796	CONTACT: HEATHER CALLIGAN PHONE: 321-385-0440 VENDOR #: 13875 A	MVC: F
GROUNDTEK OF CENTRAL FL INC 862 MAGUIRE RD OCOEER FL 34761	CONTACT: GEORGE BORI PHONE: 407-877-7473 VENDOR #: 29932 A	MVC: H
INTERTECH INC 2100 CORPORATE SQ BLVD #200 JACKSONVILLE FL 32216	CONTACT: RANDY WALKER PHONE: 904-724-1001 VENDOR #: 29735 A	MVC: H
J&J LAMAR CONSTRUCTION SVC INC 2166 NW 30TH TERR FT LAUDERDALE FL 33311	CONTACT: JOHNNY LAMAR JR PHONE: 954-739-6395 VENDOR #: 39616 A	MVC: B

DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
DETAIL VENDOR LIST BY COMMODITY

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JULEP LAWN & LANDSCAPE MNTC INC PO BOX 171268 HIALEAH FL 33017	CONTACT: DOROTHY BROWN-FORREST PHONE: 305-821-3511 VENDOR #: 15720 A	MVC: B
KATES ENVIRO FENCING INC 3435 QUAIL DR BONITA SPRINGS FL 34134-7568	CONTACT: JOYCE K COWDREY PHONE: 941-948-3116 VENDOR #: 31599 A	MVC: F
KEMP SERVICES INC 2111 SW 60 WAY MIRAMAR FL 33023	CONTACT: JOE FALUADE PHONE: 954-437-7294 VENDOR #: 19535 A	MVC: B
KIMS FL GARDEN LAWN MAINT INC 3721 AVE H EAST RIVIERA BEACH FL 33404	CONTACT: JAMES HOWARD, OPER MG PHONE: 561-845-8830 VENDOR #: 20336 A	MVC: B
KNIGHT PROPERTY MGT SVC INC 3754 NW SOUTH RIVER DRIVE MIAMI FL 33142	CONTACT: ALBERTO RABADAN PHONE: 305-635-1012 VENDOR #: 28892 A	MVC: H
L&D NURSERY INC 3160 NORTHLAKE BLVD PALM BEACH GARDENS FL 33403	CONTACT: DEBORAH JARRELL PHONE: 561-881-5549 VENDOR #: 26084 A	MVC: F
LEWIS GRAHAM LANDSCAPE 1808 PALM BEACH TRACE DR ROYAL PALM BEACH FL 33411	CONTACT: LEWIS C GRAHAM PHONE: 561-795-6341 VENDOR #: 28572 A	MVC: B
MACK & SON 1461 N MANGONIA DR WEST PALM BEACH FL 33401	CONTACT: CHARLES JACKSON JR PHONE: 561-845-0717 VENDOR #: 26047 A	MVC: B
MCO ENVIRONMENTAL INC 7275 NW 64TH ST MIAMI FL 33166	CONTACT: JULIO OTAZO PHONE: 305-468-1650 VENDOR #: 21789 A	MVC: H
MSE SYSTEMS INC PO BOX 420428 KISSIMMEE FL 34742-0428	CONTACT: JOSEPH E RODRIGUEZ PHONE: 407-931-1221 VENDOR #: 24953 A	MVC: H
NATIVE ENT OF LAKE OKEE INC PO BOX 104 PALMDALE FL 33944	CONTACT: ALLEN D HUFF PHONE: 941-675-7079 VENDOR #: 35028 A	MVC: N
OMEGA CONTRACTING INC 121 NE 13TH ST POMPANO BEACH FL 33060	CONTACT: JUDY LANDIS PHONE: 954-941-9900 VENDOR #: 26509 A	MVC: F

DATE: 16-JUL-2001
TIME: 13:57

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SUPPLIER DIVERSITY AND OUTREACH
DETAIL VENDOR LIST BY COMMODITY FOR MINORITY ONLY
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PALM BEACH PACIFIC INC PO BOX 16545 WEST PALM BEACH FL 33416	CONTACT: ARMANDO W RIVERO PHONE: 561-434-0711 VENDOR #: 36635 A	MVC: H
PLANT EXPERTS INC PO BOX 17943 WEST PALM BEACH FL 33416	CONTACT: MAHMOOD ANWAR PHONE: 561-969-6362 VENDOR #: 13654 A	MVC: F
POWELL LANDSCAPING & DESIGN PO BOX 7266 DELRAY BEACH FL 33484	CONTACT: MORT MASON PHONE: 561-252-8032 VENDOR #: 28490 A	MVC: B
S OCEAN ENTERPRISES INC 165 PONCE DELEON ST ROYAL PALM BEACH FL 33411	CONTACT: PEDRO ORNELAS PHONE: 561-333-1851 VENDOR #: 33515 A	MVC: H
TROMPEX CORP 13380 SW 131ST ST STE 126 MIAMI FL 33186	CONTACT: TIMI OKOINYAN PHONE: 305-234-5393 VENDOR #: 26834 A	MVC: B

Summary of Commodity Code(s)

MVC - MINORITY VENDOR CODE

'A' Asian American Certified.....0
'B' African American Certified.....16
'F' American Woman Certified.....22
'H' Hispanic American Certified.....24
'N' Native American Certified.....1
'O' Small Business Federal.....0
'P' 51% or More Minority Board of Directors.0
'Q' 51% or More Minority Officers.....0
'R' 51% or More Minority Community Served...0
'G' Small Business State.....0
'S' Other Non-Profit.....0



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Project Manager: _____</p> <p>Telephone No: () - _____</p> <p>Fax No: () - _____</p> <p>Hereinafter referred to as: CONTRACTOR</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="font-size: 24pt; font-weight: bold; text-align: center;">C-13621</p> <p>M/WBE Goal: %</p>														
PROJECT TITLE: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL															
<p>The following Exhibits are attached hereto and made a part of this CONTRACT:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Exhibit "A" - Special Provisions</td> <td style="width: 50%;">Exhibit "H" - Insurance Requirements</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Work Order Form</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Not Applicable</td> <td>Exhibit "K" - Not Applicable</td> </tr> <tr> <td>Exhibit "E" - M/WBE Utilization Report</td> <td>Exhibit "L" - Rate Schedule</td> </tr> <tr> <td>Exhibit "F" - Final M/WBE Utilization Report</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Special Provisions	Exhibit "H" - Insurance Requirements	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Work Order Form	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Not Applicable	Exhibit "K" - Not Applicable	Exhibit "E" - M/WBE Utilization Report	Exhibit "L" - Rate Schedule	Exhibit "F" - Final M/WBE Utilization Report	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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Exhibit "F" - Final M/WBE Utilization Report	Exhibit "M" - Not Applicable														
Exhibit "G" - Not Applicable															
<p>TOTAL CONTRACT AMOUNT: _____</p> <p>Multi-Year Funding (If Applicable)</p> <p>Fiscal Year: _____</p> <p>Fiscal Year: _____</p> <p>Fiscal Year: _____</p> <p><i>*Subject to District Governing Board Annual Budget Approval</i></p>	<p>CONTRACT TYPE: Work Order</p> <p>Fiscal Year: _____</p> <p>Fiscal Year: _____</p> <p>Fiscal Year: _____</p>														
<p>CONTRACT TERM: Three Years</p> <p>District Project Manager: _____</p> <p>Telephone No: () - _____</p> <p>Fax No. () _____</p>	<p>EFFECTIVE DATE: Last Date of Execution by the Parties</p> <p>District Contract Administrator:</p> <p style="text-align: center;">Donna Lavery (561) 682-6420</p> <p>Fax No.: (561) 682-6397 or (561) 681-6275</p>														
<p>SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:</p> <p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Division</p>	<p>SUBMIT NOTICES TO THE CONTRACTOR AT:</p> <p>Attention: _____</p>														
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.</p>															
<p>Accepted By: _____</p> <p style="text-align: center;">Signature of Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">SOUTH FLORIDA WATER MANAGEMENT DISTRICT By its Governing Board</p> <p>Accepted By: _____</p> <p style="text-align: center;">Frank Hayden, Procurement Director</p> <p>Date: _____</p> <p>SFWMD PROCUREMENT APPROVED</p> <p>By: _____ Date: _____</p>														



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

EXHIBIT "A" SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

The Contractor shall comply with the applicable flowdown provisions as set forth under DISTRICT Contract No. 12562 executed between the DISTRICT and the Florida Department of Environmental Protection (Department) for services performed in conjunction with Exhibit "C" Statement of Work. Applicable flowdown provisions are stated below:

"The Contractor shall maintain books, records and documents directly pertinent to performance under this CONTRACT in accordance with generally accepted accounting principles consistently applied. The Department, the State, and other authorized representatives shall have access to such records for audit purposes during the term of this CONTRACT and for three years following CONTRACT completion. In the event any work is subcontracted, the CONTRACTOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes."

"The CONTRACTOR shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this CONTRACT. The CONTRACTOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The CONTRACTOR further agrees to include this provision in all subcontracts issued as a result of this CONTRACT."

SFWMD OFFICE OF COUNSEL APPROVED

By: _____ Date: _____

SFWMD PROCUREMENT APPROVED

By: _____ Date: _____



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall, to the satisfaction of the **DISTRICT**, fully and timely provide the services as may be required by the **DISTRICT**. A general Statement of Work is attached hereto as Exhibit "C," and made a part of this **CONTRACT**.

1.1.1 The actual services required and not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this **CONTRACT**, a sample of which is attached as Exhibit "I", and made a part of this **CONTRACT**. As actual services are identified by the **DISTRICT**, the **CONTRACTOR** shall be required to prepare a detailed technical and cost proposal for submission to the **DISTRICT**. Cost proposals shall include a detailed breakdown adequate to substantiate all **CONTRACTOR** costs, including labor and expenses. However, the mutually agreed upon not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. Cost proposals shall also incorporate any established rates specified in Exhibit "L", attached hereto and made an integral part of this **CONTRACT**. The **DISTRICT** shall evaluate the technical merit and cost of each proposal submitted and conduct negotiations with the **CONTRACTOR** to achieve technical and cost objectives. No work shall commence prior to receipt of an authorized Work Order. The **DISTRICT** does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**.

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

(a) Negotiation of a Statement of Work and not-to-exceed price most advantageous to the **DISTRICT**.

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

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

1.2 As part of the services to be provided by the **CONTRACTOR** under this **CONTRACT**, the **CONTRACTOR** shall substantiate, in whatever

forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONTRACTOR** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **CONTRACT** product.

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

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **CONTRACT** shall not exceed the amount as indicated on Page 1 of this **CONTRACT**. Such amount includes all expenses which the **CONTRACTOR** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the multi-year funding



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

allocations for each **DISTRICT** fiscal year indicated on Page 1 of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

2.3 The **CONTRACTOR**, by executing this **CONTRACT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **CONTRACT**.

2.4 Travel expenses are not anticipated. However, in the event any travel is required by members of the **CONTRACTOR**'s staff to fulfill its performance of the terms and conditions of this **CONTRACT**, such travel shall require prior written authorization by the **DISTRICT**. The **DISTRICT** shall only reimburse the **CONTRACTOR** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under the **DISTRICT**'s Travel Policy No. 14.500. A completed "Travel Expense Voucher", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

ARTICLE 3 - INVOICING AND PAYMENT

3.1 The **CONTRACTOR**'s invoices shall reference the **DISTRICT**'s Contract Number and shall be sent to the **DISTRICT**'s address specified on Page 1 of this **CONTRACT**. The **CONTRACTOR** shall not submit invoices to any other address at the **DISTRICT**.

3.2 Invoices shall be submitted not more frequently than monthly in accordance with the Payment Schedule specified in each Work Order. All

invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.

3.3 The **DISTRICT** shall pay the full amount of the invoice within thirty (30) days following **DISTRICT** acceptance of services and/or deliverable(s) required by this **CONTRACT**. However, failure by the **CONTRACTOR** to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the **DISTRICT**.

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

3.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **CONTRACT**, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the **CONTRACT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **CONTRACT**. The **CONTRACTOR** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT**'s Contract Administrator specified on Page 1 of the **CONTRACT**.

All formal notices between the parties under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the **CONTRACT**. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT**'s Project Manager. All notices required by this **CONTRACT** shall be considered delivered upon



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's** Contract Number specified on Page 1 of the **CONTRACT**.

4.2 The **CONTRACTOR** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **CONTRACT** shall provide services under this **CONTRACT**. The services of the individual(s) listed herein are a substantial inducement and material consideration for this **CONTRACT**. In the event such individual(s) can no longer provide the services required by this **CONTRACT**, the **CONTRACTOR** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgement, may elect to compensate the **CONTRACTOR** for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

ARTICLE 5 - INDEMNIFICATION & INSURANCE

5.1 For value received, which is hereby acknowledged, the **CONTRACTOR** shall defend, indemnify, save, and hold the **DISTRICT**, its officers, directors, board members, agents, assigns, and employees harmless from any and all claims, damages, losses, and expenses, direct or indirect or consequential (including but not limited to, fees and charges of attorneys and other professionals, court and arbitration or other dispute resolution costs) arising out of or resulting from any negligent or intentional act or omission by the **CONTRACTOR**, its subcontractors, suppliers, agents, assigns, invitees, or employees in connection with this **CONTRACT**. The **DISTRICT** shall have the right to approve counsel selected by the **CONTRACTOR** to defend the **DISTRICT** in the event the **DISTRICT** is named in any legal action. Further, this indemnification shall specifically include all claims, losses, damages or expenses which result from any of the following by the

CONTRACTOR or its subcontractors, suppliers, agents, assigns, invitees or employees:

- (a) any breach of the **CONTRACT**;
- (b) any violation of any patent, trademark, copyright law or other intellectual property law;
- (c) any violation of any federal, state, or local law or regulation

The **CONTRACTOR** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **CONTRACT**. This paragraph shall survive the expiration of termination of this **CONTRACT**.

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

5.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the **DISTRICT** to notify the **CONTRACTOR** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONTRACTOR's** responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONTRACTOR** from responsibility for adhering to the insurance limits and conditions of insurance required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONTRACTOR's** insurance coverage, policies or capabilities, may be grounds for termination of the **CONTRACT** as determined solely by the **DISTRICT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 6 - TERMINATION/REMEDIES

6.1 If either party fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT or any Work Order by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this CONTRACT at the expiration of the ten (10) day time period. Should the DISTRICT elect to terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover procurement costs, in addition to all other remedies under law and/or equity.

6.2 The DISTRICT may terminate this CONTRACT, with or without cause, at any time for convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. The performance of work under this CONTRACT may be terminated by the DISTRICT in accordance with this clause in whole, or from time to time in part, whenever the DISTRICT shall determine that such termination is in the best interest of the DISTRICT. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the DISTRICT shall compensate the CONTRACTOR for all authorized and accepted deliverables completed through the date of termination in accordance with Work Orders issued hereunder. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The DISTRICT may withhold all payments to the CONTRACTOR for such work until such time as the DISTRICT determines the exact amount due to the CONTRACTOR.

6.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the

parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the CONTRACTOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the CONTRACTOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The CONTRACTOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. Upon resumption of work, if deemed appropriate by the DISTRICT, the DISTRICT may amend this CONTRACT and/or any Work Order to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

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

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

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

made only within five years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place.

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

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

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, consultant, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **CONTRACTOR**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work and any specified Work Order issued hereunder (the "Work"). In consideration for the **DISTRICT** entering into this **CONTRACT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **CONTRACTOR**, the **CONTRACTOR** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or

may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **CONTRACTOR** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **CONTRACTOR** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **CONTRACT**.

7.3 The **CONTRACTOR** represents and warrants that proprietary software, if any, to be provided to the **DISTRICT** by the **CONTRACTOR** hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the **CONTRACTOR**, or lawfully acquired under license from a third party, including the right to sublicense such software. The **CONTRACTOR** shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The **CONTRACTOR** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The **DISTRICT** acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the **CONTRACTOR** with District funding under this **CONTRACT** shall be returned and title transferred from the **CONTRACTOR** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **CONTRACT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The **CONTRACTOR** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **CONTRACTOR** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONTRACTOR** liable for loss or damage due to causes beyond the **CONTRACTOR's** reasonable control. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.



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7.5 The DISTRICT has acquired the right to use certain software under license from third parties. For purposes of this CONTRACT, the DISTRICT may permit the CONTRACTOR access to certain third party owned software on DISTRICT computer systems. The CONTRACTOR acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated DISTRICT owned systems or equipment. Removal of any copy of licensed software is prohibited.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request, as to any such laws of which it has present knowledge.

8.2 The CONTRACTOR hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONTRACTOR shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The CONTRACTOR, by its execution of this CONTRACT, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or CONTRACTORS who shall perform work which is intended to benefit the DISTRICT is a convicted vendor or, if the CONTRACTOR or any affiliate of the CONTRACTOR has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The CONTRACTOR further understands and accepts that this CONTRACT shall be either void by the DISTRICT or subject to immediate termination by the DISTRICT, in the event there is any

misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

8.5 The CONTRACTOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The CONTRACTOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this CONTRACT.

8.6 The CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT. Further the CONTRACTOR warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the DISTRICT may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The CONTRACTOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the DISTRICT, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the CONTRACTOR (Licensee) hereunder, the DISTRICT shall advise the CONTRACTOR (Licensee) of such request and, as between the DISTRICT and the CONTRACTOR (Licensee), it shall be the CONTRACTOR's (Licensee's) sole burden and responsibility to



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immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The **CONTRACTOR** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **CONTRACT**. A delay in obtaining permits shall not give rise to a claim by the **CONTRACTOR** for additional compensation. If the **CONTRACTOR** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **CONTRACT**, each party to bear its own costs, notwithstanding other provisions of this **CONTRACT** to the contrary.

8.9 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT'S CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **CONTRACT**.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The **CONTRACTOR** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **CONTRACT** shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or

after the performance on this **CONTRACT**. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this **CONTRACT** is solely for the benefit of the **CONTRACTOR** and the **DISTRICT**. No person or entity other than the **CONTRACTOR** or the **DISTRICT** shall have any rights or privileges under this **CONTRACT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be void.

9.4 The **CONTRACTOR** shall not pledge the **DISTRICT'S** credit or make the **DISTRICT** a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance.

ARTICLE 10 - M/WBE PARTICIPATION

10.1 M/WBE Goal. The **DISTRICT** actively encourages the participation of Minority-owned and Woman-owned Business Enterprises (M/WBE's) in the **DISTRICT'S** procurement and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part 6, F.A.C. ("M/WBE Rule").

The **CONTRACTOR** shall take all necessary and reasonable steps to achieve and maintain the M/WBE participation goal as indicated on Page 1 of this **CONTRACT**. At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the M/WBE participation under this **CONTRACT** and may request the **CONTRACTOR** to increase its efforts and volume of awards to certified M/WBE firms relative to the agreed upon commitment.

At any time during the term of this **CONTRACT**, the **DISTRICT** may request information on the M/WBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR**



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shall notify the DISTRICT immediately of any change in business ownership, management, or control of the CONTRACTOR or any of its subcontractor(s), that could affect the CONTRACTOR's M/WBE status or the CONTRACTOR's ability to comply with the M/WBE requirements of this CONTRACT.

10.2 M/WBE Utilization Plan. The CONTRACTOR shall identify all M/WBE firms which will be utilized as subcontractors or joint venture partners. The CONTRACTOR must provide proof that each firm to be utilized as an M/WBE prime or subcontractor is certified with the DISTRICT. Each subcontractor and prime shall be listed in the Utilization Plan and submitted to the DISTRICT. The listing of the M/WBE's in the Utilization Plan shall constitute the CONTRACTOR's representation to the DISTRICT that the M/WBE firms are technically and financially qualified and available to perform the assigned work.

The Utilization Plan shall consist of the following DISTRICT forms and information as submitted by the CONTRACTOR in its proposal/bid:

1. *Statement of Business Organization* form.
2. *Statement of Intent to Perform as a M/WBE Subcontractor* form.
3. *Schedule of Subcontractor/ Minority/Women Business Enterprise (M/WBE) Participation* form.
4. Joint Venture Agreement (if applicable).
5. Proof of DISTRICT certification.

Items (1) through (5) above are hereinafter collectively referred to as the "M/WBE Plan".

10.3 Subcontractor Substitution. The CONTRACTOR must receive written approval from the DISTRICT's Office of Supplier Diversity and Outreach (SDO) prior to substituting an M/WBE subcontractor for any reason, or otherwise modifying the M/WBE Plan as defined above. The CONTRACTOR must submit to the DISTRICT an amended version of the following:

1. *Schedule of Subcontractor/ Minority/Women Business Enterprise (M/WBE) Participation* form.

2. *Statement of Intent to Perform as a M/WBE Subcontractor* form for each substitute firm.

10.4 Invoicing. The CONTRACTOR agrees to submit with each invoice, a completed M/WBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this CONTRACT. The CONTRACTOR understands that each M/WBE utilized for the CONTRACT must be certified by the DISTRICT. The CONTRACTOR shall submit a completed Final M/WBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this CONTRACT, with the final invoice.

10.5 Compliance. The DISTRICT shall monitor and evaluate compliance with the provisions of the M/WBE Rule. During the term of the CONTRACT, the CONTRACTOR shall comply with the M/WBE Plan as may be amended with the prior written approval from the DISTRICT's Office of Supplier Diversity and Outreach. Compliance for use of M/WBE's shall include tasks and proportionate dollar amounts throughout the term of the CONTRACT, including amendments, change orders, and work orders. The CONTRACTOR shall maintain the level of M/WBE participation as established in the CONTRACTOR's M/WBE Plan. Failure to comply with the M/WBE requirements of this CONTRACT shall result in the DISTRICT enforcing any or all of the compliance provisions as provided for in this Article and the M/WBE Rule. Failure to comply will be considered a material breach of CONTRACT and may further result in suspension or debarment of firms and/or individuals involved for activity contrary to the DISTRICT's M/WBE Rule.

To ensure that all M/WBE requirements under this CONTRACT are met, the CONTRACTOR's M/WBE efforts throughout the performance of the CONTRACT shall be reviewed by the DISTRICT. The CONTRACTOR shall advise the DISTRICT of any situation in which regularly scheduled payments are not made to any M/WBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The CONTRACTOR is prohibited from entering into any agreements with an M/WBE subcontractor in which the M/WBE subcontractor promises not to provide subcontracting quotations to other respondents/bidders or potential respondents/bidders.

10.7 Records. The CONTRACTOR shall maintain records, and information necessary to



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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document compliance with **CONTRACT** requirements, and the **DISTRICT** shall have the right to inspect such records.

10.8 **Enforcement.** The **DISTRICT** retains the right to initiate any of the following provisions to ensure **CONTRACTOR** compliance with the **DISTRICT's** M/WBE Rule:

A. withholding from the **CONTRACTOR** a minimum of ten percent (10%), up to a maximum of one hundred percent (100%) of all future payments, exclusive of any retainage, which may be due under the **CONTRACT** until the **DISTRICT** determines that the **CONTRACTOR** is in compliance;

B. withholding from the **CONTRACTOR** all future payments which may be due under the **CONTRACT** until the **DISTRICT** determines that the **CONTRACTOR** is in compliance;

C. adjusting the **CONTRACT** price by all or a portion of the bid incentive amount under the **CONTRACT** until it is determined that the **CONTRACTOR** is in compliance;

D. refusal of all future proposals or offers submitted to the **DISTRICT** by the **CONTRACTOR** for a period of three (3) years;

E. initiation of decertification action.

F. cancellation of the eligible **CONTRACT** for cause.

The **CONTRACTOR**, or any individual who falsely represents any entity as a M/WBE or does not fulfill the contractual obligations, is subject to the penalties under Section 287.094, Florida Statutes.

M/WBE certification suspension or debarment of firms for activity contrary to the Program, as defined in **DISTRICT** Rule 40E-7.621 (11), F.A.C. and the appeal process, shall be carried out pursuant to **DISTRICT's** M/WBE Rule.

ARTICLE 11 - YEAR 2000 COMPLIANCE

In the event that the **CONTRACTOR's** performance, as required by this **CONTRACT**, involves the use and/or delivery of a software, firmware and/or hardware product of any kind, the following language in this Article 11 shall apply:

11.1 **CONTRACTOR** represents and warrants that the software, firmware and/or hardware is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the software, firmware and/or hardware will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references multiple centuries.

11.2 Without limiting the generality of the foregoing, **CONTRACTOR** further represents and warrants: 1) that the software, firmware and/or hardware will not abnormally end or provide invalid or incorrect results of date data, specifically including date data which represents or references multiple centuries; 2) that the software, firmware and/or hardware has been designed to ensure Year 2000 Compliance, including, but not limited to, date data century recognition, calculations which accommodate same century and multiple century formulas and date values, and date data interface values that reflect the century; and 3) that the software, firmware and/or hardware includes Year 2000 Compliance. For the purposes of this **CONTRACT**, Year 2000 Compliance also means that the software, firmware and/or hardware will:

(i) manage and manipulate data involving dates and leap year calculations, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and

(ii) provide that all date-related user interface functionalities and data fields include the indication of century.

11.3 Included as part of this Year 2000 Compliance Warranty, **CONTRACTOR** shall provide to the **DISTRICT**, at no additional charge with, (i) fixes, corrections and updates to the software, firmware and/or hardware that are necessary to ensure Year 2000 Compliance as defined herein, and (ii) advice, consultation and assistance to use the software, firmware and/or hardware and diagnose and correct Year 2000 Compliance problems that may exist with either the software, firmware and/or hardware, (iii) and, if deemed necessary by the **DISTRICT**, replacement software, firmware and/or hardware which is compliant with this Year 2000 Compliance Warranty.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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11.4 If this **CONTRACT** involves the purchase and/or license and/or receipt of a software, firmware and/or hardware product of any kind previously developed by the **CONTRACTOR** or other third party, and in the event fixes, corrections and updates of the software are not technically feasible, the **CONTRACTOR** shall accept the return of the software, firmware and/or hardware if this Year 2000 Compliance Warranty is breached, and terminate any and all applicable Schedules and/or License Agreements. Further, the **CONTRACTOR** shall refund to the **DISTRICT** the full amount of the License Fee actually paid to the **CONTRACTOR** for the software; and, in the case of hardware return, the **CONTRACTOR** shall refund to the **DISTRICT** the full amount of the hardware actually paid to the **CONTRACTOR** by the **DISTRICT**. In addition to the foregoing, the **CONTRACTOR** shall refund to the **DISTRICT** all maintenance fees paid by the **DISTRICT**, if any, for on-going support, new software releases and product updates. All such refunds shall be made to the **DISTRICT**. Notwithstanding any other provision in the **CONTRACT** to the contrary, the **DISTRICT** hereby reserves all rights to obtain all remedies to the fullest extent of the law, without any limitation whatsoever, as may be determined by a court of competent jurisdiction (including damages and equitable relief).

11.5 The term Year 2000 Compliance Warranty shall mean, collectively, the warranties set forth herein. This Article 11, in its entirety, shall survive the expiration or termination of this **CONTRACT**.

ARTICLE 12 - GENERAL PROVISIONS

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

12.2 In the event any provisions of this **CONTRACT** shall conflict, or appear to conflict, the **CONTRACT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **CONTRACT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **CONTRACT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **CONTRACT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this **CONTRACT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This **CONTRACT** may be amended only with the written approval of the parties hereto.

12.6 This **CONTRACT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **CONTRACT**. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **CONTRACT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 13 - SAFETY REQUIREMENTS



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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13.1 The **CONTRACTOR** shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

13.2 The **CONTRACTOR** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures. A Material Safety Data Sheet (MSDS) shall be provided by the **CONTRACTOR** to the **DISTRICT** on each chemical product used.

13.3 The **CONTRACTOR** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

13.4 It is the **CONTRACTOR'S** sole duty to provide safe and healthful working conditions to its employees and those of the **DISTRICT** on and about the site of **CONTRACT** performance.

13.5 The **CONTRACTOR** shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The **CONTRACTOR** shall erect and maintain, as required by existing conditions and performance of the **CONTRACT**, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The **CONTRACTOR** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the

CONTRACTOR, or the **CONTRACTOR'S** subcontractors; and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The **CONTRACTOR** shall provide first aid services and medical care to its employees.

13.9 The **CONTRACTOR** shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the **CONTRACT**.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the **CONTRACTOR** shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the **CONTRACTOR**, **CONTRACTOR'S** subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the **CONTRACTOR** shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the **CONTRACT**. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the **CONTRACTOR'S** sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the **DISTRICT** requirements.

13.12 The **DISTRICT** may order the **CONTRACTOR** to halt operations under the **CONTRACT**, at the **CONTRACTOR'S** expense, if a condition of immediate danger to the public and/or **DISTRICT** employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the **CONTRACTOR** to the **DISTRICT**; and the **CONTRACTOR** shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

**EXHIBIT I
GROUND APPLICATION SERVICES WORK ORDER**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WORK ORDER NO. _____	Contractor: _____
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In accordance with our Contract No. C-13621, dated _____, for ground application services, the South Florida Water Management District hereby directs the Contractor to perform services for the project as described below, for the not-to-exceed cost as specified. All such work to be performed in accordance with the Contract.

Start Date: _____	Completion Date: _____	Location: _____
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Work Description:

FUNDING AMOUNT (Not To Exceed/Lump Sum) \$ _____

<p>APPROVED BY DISTRICT:</p> <p>Project Manager _____ Date _____</p> <p>Contract Specialist _____ Date _____</p>	<p>DEP Form 454 Required:</p> <p>Yes _____ No _____</p> <hr/> <p>ACKNOWLEDGED BY CONTRACTOR:</p> <p>Contractor _____ Date _____</p>
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FOR DISTRICT USE ONLY: Project Mgr: Enter RX in LGFS and WO in ICMS, complete form and forward to Procurement.

RX _____

Fund: _____ Agency: _____ Org: _____ Activity: _____ Object: _____ Rep. Cat: _____
(if required)

Vendor No.: _____ Comm.Code: 98805 _____ 98850 _____ 98889 _____
(aquatics) (melaleuca) (weed control, non-aquatic)

Contract Specialist: Enter PC in LGFS & Update ICMS:

Encumbrance No. _____

Comm Ln. _____ Acct. Line _____ Encumbered: _____

EXHIBIT "H" INSURANCE REQUIREMENTS

In accordance with Article 5 of this **CONTRACT**, the information listed in this Exhibit "H" defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **CONTRACT** shall also be specified on the Certificate.

GENERAL LIABILITY	\$1,000,000	SFWMD Additional Insured
COMPREHENSIVE FORM		
PREMISES/OPERATIONS		
PRODUCTS/COMPLETED		
CONTRACTUAL		
INDEPENDENT CONTRACTORS		
BROAD FORM PROPERTY		
PERSONAL INJURY		
WATERCRAFT		
POLLUTION		
OCCURRENCE FORM		
AUTOMOBILE LIABILITY	\$500,000	SFWMD Additional Insured
ANY AUTO		
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Coverage: Statutory	
	Limit: \$100,000 each accident	
	\$500,000 disease policy limit	
	\$100,000 disease-each employee	

ATTACHMENT #3

South Florida Water Management District
CONTRACT JUSTIFICATION SUMMARY SHEET

Governing Board Oct. 11, 2001
Item # 62
Oasis # 2524
Date Submitted to GB Ops: 10/2/01

October 11, 2001 Governing Board

Agenda Title: Authorize entering into a 3 year work order contract with Applied Aquatic Management, Inc., one of two firms selected for ground application services for exotic invasive plant control, in an amount not to exceed the total project funding level of \$13,500,000 available for both contracts (C-13621 & C-13634), of which the combined total of \$4,500,000 is budgeted in FY02 and the remainder is subject to Governing Board approval of the FY03-FY04 budgets. (Contract Number C-13621)

PROJECT HISTORY

Original contract Amount:

Contract	Amount	Executed On	Description
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Amended Contract Amount:

District Staff

Sponsoring Department:	VEGETATION & LAND STEWARD DPT	570
Sponsoring Division:	VEGETATION MANAGEMENT DIV	5710

Project Manager: Francois B Laroche	Contract Administrator: Donna M. Lavery
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Contractor Information

Applied Aquatic Management, Inc., is a Florida corporation with its principal offices located in Bartow.

Number of contracts awarded to the contractor within the last 3 years: 3

Dollar amount of contracts awarded to the contractor within the past 3 years: \$3,885,159.11

APPROVED

**South Florida Water Management District
CONTRACT JUSTIFICATION SUMMARY SHEET**

October 11, 2001 Governing Board

M/WBE Information

For this action:
District-established M/WBE participation goal for this action: No Goal
Contractor-proposed M/WBE participation for this action: 51

If amendment or change order:
Original District-established M/WBE participation goal: NA
Original Contractor-proposed M/WBE participation: NA
M/WBE utilization to date: NA

Comments: THE AVAILABILITY ANALYSIS FOR THIS PROJECT INDICATES THAT THERE IS A FIFTEEN PERCENT (15%) AVAILABILITY OF MBE CONTRACTORS CERTIFIED WITH THIS DISTRICT TO PERFORM THE WORK ASSOCIATED WITH THIS PROJECT.

Solicitation Information

This award results from a Request for Proposal (RFP) under standard of competition. The RFP was advertised in the MIAMI HERALD, ORLANDO SENTINEL, PALM BEACH NEWSPAPERS INC on July 23, 2001. Proposals were evaluated and ranked in the following order:

<u>Contractor Name</u>	<u>Rank</u>
APPLIED AQUATIC MANAGEMENT INC	1
AQUATIC VEGETATION CONTROL INC	2
AQUATIC PLANT MGMT INC	3
DEANGELO BROTHERS INC	4

No. Total RFPs Mailed: 31	No. Total Notices Mailed: 374
No. RFPs Mailed to M/WBEs: 7	No. Notices to M/WBEs: 55
No. Total Proposals Recvd: 4	No. No-bids Recvd: 8
No. M/WBE Proposals Recvd: 2	No. No-Answers: 19

Comments: TWO CONTRACTS RESULTED FROM RFP C-13621; AWARDED TO NUMBER 1 AND NUMBER 2 RANKED FIRMS.

Project Information

Provide background on this project.

This project targets exotic plant infestations, which threaten both the operation and maintenance of the flood control project and the stability of the natural ecosystems of South Florida. The objectives of this award are to 1) supplement the District's effort to maintain flood control project facilities in accordance with established standards and 2) eliminate melaleuca and other exotic plant species from natural areas within District boundaries. The District project facilities include the canals levees and rights-of way. Natural areas include but are not limited to the Water Conservation Areas and surrounding buffer lands, the Lake Okechobee marsh, Kissimmee Chain of lakes and Save Our Rivers (SOR) properties. Plant species with the highest potential for impacting these lands are controlled through an integrated management approach. However, the primary method of control under this contract is the application of herbicides using ground application equipment and the hand removal of small seedlings.

The District intends to issue 3-year work order contracts to Applied Aquatic Management, Inc., and Aquatic Vegetation Control, Inc. The District has used these services over the past 10 years to control melaleuca, aquatic and other exotic plants within natural areas and to assist the Land Stewardship Division's restoration of SOR lands. These services have also supported projects funded by the Florida Department of Environmental Protection and the Army Corps of Engineers.

Describe the services to be performed with the contract.

Work performance will consist of furnishing all labor and equipment and performing all operations for treating melaleuca, Australian pine, Brazilian pepper, Lygodium and other exotic nuisance plant species. Ground crews are transported by trucks, airboats, and/or helicopter. Once on site ground crews perform treatments of trees saplings and seedlings. Ground crews also monitor previously treated areas for possible retreatment.

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What are the deliverables to be completed during the contract term?

Gain control over expanding melaleuca and other exotic nuisance plant population within District flood control project facilities and natural areas. Maintain control of these populations within previously treated areas.

Provide basis of cost estimates (historical, quotes, etc.).

Based on previous history

List alternatives to the proposed service, what are the alternatives, ramifications, and consequences of not doing the work?

Discontinue melaleuca and other exotic plant control. Benefit of previous control effort will be lost as reinfestation occurs from seeds. Short-term expenditures will be reduced while long term expenditures to control greater infestations will increase at an exponential rate.

RFP C-13621 EVALUATION SUMMARY

GROUND APPLICATION SERVICES

	Applied Aquatic Mgmt, Inc.	Aquatic Plant Management, Inc.	Aquatic Vegetation Control, Inc.	DeAngelo Brothers, dba Aquagenix
GB	1	3	2	4
CH	1	2	3	4
JS	1	2	3	4
SS	1	3	2	4
LY	1	3	2	4
TOTAL	5	13	12	20
FINAL RANKING	1	3	2	4



ATTACHMENT #4 ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-13621-A1

AMENDMENT NO. 1

TO CONTRACT NO. C-13621

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

APPLIED AQUATIC MANAGEMENT, INC.

This AMENDMENT NO. 1, entered into on FEB 26 2002, to that CONTRACT dated October 12, 2001, between "the Parties," the South Florida Water Management District (DISTRICT), and Applied Aquatic Management, Inc. (CONTRACTOR).

WITNESSETH THAT:

WHEREAS, the CONTRACT may be amended with the prior written approval of the Parties; and

WHEREAS, the DISTRICT has received inquiries from other governmental entities wishing to use the terms, conditions and rates established in the CONTRACT, a practice known as "piggybacking", in order to save the time and expense of issuing a separate solicitation; and

WHEREAS, other entities require that the CONTRACT contain a specific provision allowing them to utilize the CONTRACT; and

WHEREAS, allowing the CONTRACTOR to extend its unit rates to other entities will benefit the DISTRICT in that the other entities' efforts in the area of exotic vegetation control provided by the CONTRACTOR will further the DISTRICT'S goal of eradicating exotic/invasive vegetation; and

WHEREAS, the CONTRACTOR agrees to extend unit rates of the CONTRACT to other governmental entities;

NOW THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

1. This AMENDMENT NO. 1 shall be effective upon the date of execution by the parties.
2. This AMENDMENT NO. 1 shall be at no additional cost to the DISTRICT.
3. The following is hereby added to the Rate Schedule attached as Exhibit "L", to the CONTRACT:

"The CONTRACTOR hereby agrees to extend the unit rates established under this CONTRACT to other governmental entities. Nothing contained herein shall be construed to prevent other governmental entities from "piggybacking" this CONTRACT."

4. All other terms and conditions of the CONTRACT, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT NO. 1 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

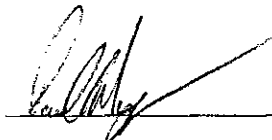
By: 
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: Donna Laveng

mi Date: 2.14.02

APPLIED AQUATIC MANAGEMENT, INC.

By: 

Title: Vice President



*Aquatic Management Services
Aquatic Weed Control*

ATTACHMENT #5

July 17, 2002

Ms. Patti Armbruster
Purchasing Agent
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33901-0398

Ref: SFWMD Contract C-13621

Dear Ms. Armbruster:

As per conversation this day, please accept this letter as confirmation that Applied Aquatic Management, Inc. will perform the same services piggybacked under the referenced contract for Lee County Board of County Commissioners. It is my understanding that Lee County has a copy of the contract. All terms and conditions will apply to the piggyback. I have this day requested a current certificate of insurance naming Lee County as additionally insured to be forwarded to your risk management division. The certificate will come direct from our agent. If any additional information is needed, do not hesitate to contact our office.

We look forward to being of service for Lee County.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer Myers'.

Jennifer Myers

Jennifer Myers