

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

Blue Sheet No. 20041596

1. REQUESTED MOTION:

ACTION REQUESTED: Approve project # PB050095, the utilization (piggyback) of the Southwest Florida Water Management District (SFWMD) RFQ # OT040451, which has gone through their competitive bidding process, for the procurement of Ground Application Services for Exotic Plant Control, to be utilized by the Lee County Parks and Recreation Department. The awarded vendor is Applied Aquatic Management Inc. The current term of the contract runs for three years, from 9/29/04 to 9/28/07. Request authority to continue to utilize this contract if renewed by the SFWMD at the end of the three-year period, if it is in the best interest of Lee County at that time. For general information, the Parks and Recreation Department estimates spending approximately \$400,000 during the next twelve months. The majority of the expenditures for this service will be covered by grant funds.

WHY ACTION IS NECESSARY: Board approval is required because this expenditure will exceed \$50,000.

WHAT ACTION ACCOMPLISHES: Provides an annual contract for ground application services for exotic plant control that can be ordered as needed by the Parks and Recreation Department.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C11A

3. MEETING DATE:

12-21-2004

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 and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough by ccm

7. BACKGROUND: Section 10.1 of the Lee County Purchasing and Payment Procedures Manual allows Lee County to utilize the quotes/proposals of other governmental entities as long as the procurement has gone through their competitive quoting/bidding process. Funding will come from the individual department's budget and they will be responsible for monitoring their own expenditures.
Account Strings: KH5722030105.503490 and KH5722000100.503490

ATTACHMENTS:

- (1) Request from Parks to piggyback quote
- (2) SFWMD specifications
- (3) Copy of contract with Applied Aquatic Management Inc
- (4) Permission to piggyback from awarded vendor

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

ccm

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY by ccm</i>	<i>Jamit Sheehan 11-22-04 E. Pfanner</i>			<i>[Signature]</i> <i>11/29/04</i>	OA <i>[Signature]</i> <i>11/29/04</i>	OM <i>[Signature]</i> <i>11/29/04</i>	Risk <i>[Signature]</i> <i>11/29/04</i>	GC <i>[Signature]</i> <i>11/29/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>11/29/04</i>
Time: <i>3:45</i>
Forwarded To:
<i>Co. Admin: PA</i>
<i>11/29/04</i>

RECEIVED BY COUNTY ADMIN:
<i>4/29/04</i>
<i>11:35 am 527</i>
COUNTY ADMIN FORWARDED TO:
<i>11-30-04</i>
<i>10 am</i>



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

11-19-04

Memorandum

To: Janet Sheehan

From: John Yarbrough *John Y*

Date: November 17, 2004

Subject: Applied Aquatic

Parks and Recreation would like to renew the piggyback with the SFWMD for ground application services by Applied Aquatic Management Inc. for approximately \$400,000 per year. Funding will be split between the following business units:

KH5722000100.503490 (Parks and Recreation-Parks and Recreation Operations-General Fund-n/a subfund-Other Contracted Services)

KH5722030105.503490 (Parks and Recreation-Parks and Recreation Operations-Conservation 2020 fund/subfund-Other Contracted Services)

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

Thank you for your continued assistance.

C Jim Green
Anik Smith

04 NOV 19 AM 9:35



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Proposals Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406		Number: OT040451 Issue Date: May 28, 2004
		Minority Business Enterprise (MBE) Participation: Refer to 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 using licensed applicators and laborers. Work order contracts resulting from this solicitation will be for a period of up to three (3) years. A more complete description of the technical specifications can be found in Part 4 of this RFP.		
Inquiry Period: May 28, 2004 to June 16, 2004 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Don Hill, Contract Specialist Telephone No: (561) 682-2045 E-Mail: dhill@sfwmd.gov Fax No: (561) 682-5301	
Note: All technical inquiries must be submitted in writing via Fax or E-Mail.		
Deadline For RFP Submission: FRIDAY, JUNE 25, 2004 - 2:30 P.M. 1 Original and 6 Copies to be Submitted ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-2715		
This RFP is Comprised of a Response Checklist and 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Evaluation Criteria and Standards Part 4. Statement of Work Part 5. MBE Guidelines and Information		Attachments: 1. Statement of No Response 2. Insurance Requirements (Exhibit H) 3. Sample Contract 4. List of MBE Contractors

REQUEST FOR PROPOSAL (STANDARD) RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your proposal package is complete and to maximize the number of points you may receive, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your proposal package.

	Have you met the proposal submission deadline established in the solicitation?
	Have you submitted the required number of complete copies of the proposal?
Tab A	Have you attached a completed and signed Compliance Disclosure Form?
Tab B	Are there minimum license requirements? If yes, has evidence been included in the proposal?
	Have you provided evidence of the ability to obtain appropriate insurance coverage?
	Are you in good standing with the Florida Secretary of State (corporations and partnerships)?
	Have the Client Reference Forms been completed and attached to the proposal?
Tab C	Have you completed the technical section of the proposal? Does it include the following?
	<ul style="list-style-type: none"> • Statement of proposed work objective and scope
	<ul style="list-style-type: none"> • Methodology/rationale for the proposed work.
	<ul style="list-style-type: none"> • Proposed work plan and project management strategy.
	<ul style="list-style-type: none"> • Project Loading Chart
	<ul style="list-style-type: none"> • Availability chart of all individuals proposed for services by the respondent and subcontractors and/or subconsultants
	<ul style="list-style-type: none"> • Qualifications of the prime respondent and proposed subcontractors and/or subconsultants
	<ul style="list-style-type: none"> • Qualifications of individuals who will perform the work
	<ul style="list-style-type: none"> • Copy of agreement for each teaming arrangement
Tab D	Have you included a cost section of the proposal? Does it cover the following items?
	<ul style="list-style-type: none"> • Summary cost breakdown by labor rates (See Tab D)
	<ul style="list-style-type: none"> • Basis for pricing (methodology and estimates used)
	<ul style="list-style-type: none"> • List of items of equipment or other resources to be provided by respondent

PART 1
GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

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

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

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

"Solicitation." A written request to obtain services and/or commodities through a Request for Proposals, Request for Bids or Request for Quotes. The District may also solicit responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

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

"Minority Business Enterprise." Refer to Part 5 of this RFP.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to 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 firms and organizations, including businesses certified as minority-owned or joint ventures that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the District's anticipated needs. Minority Business firms (MBE) and/or MBE joint ventures shall be certified by the District prior to proposal submission to receive points in the evaluation process (refer to Part 1.8 and Part 5).

1.4 COMPLIANCE DISCLOSURE FORM

The *Compliance Disclosure Form*, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the respondent. If the *Compliance Disclosure Form* is not submitted as part of the respondent's proposal package, is altered in any manner or is not fully completed, the respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2.1). The *Compliance Disclosure Form* is attached to Part 2, Tab A of this solicitation.

**1.5 PUBLIC ENTITY CRIMES/
DISCRIMINATORY VENDOR LIST**

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable 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 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 LOBBYING

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, any evaluation committee members, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any proposal submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: Lori Ojala, District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to Ms. Ojala's attention at the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.15 SAMPLE CONTRACT

The respondent understands that this solicitation or the response shall not constitute a contract with the District. No contract is binding or official until responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and an official contract is duly executed by the parties. A sample contract is attached to this solicitation. The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract. Any minor deviations from the sample contract that are requested by the respondent shall be submitted as part of the *Compliance Disclosure Form* (Part 2, Tab A) for consideration by the District. The District will not consider 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.

1.16 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.

1.17 TAX EXEMPT STATUS

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

1.18 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The

response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Department 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. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2, Tab A).

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 687-6391 before the opening time of the responses. The District will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.19 ASSIGNMENT OF RESPONSE

A respondent shall not transfer or assign its response to a third party following submission of a proposal to the District.

1.20 WITHDRAWAL OF RESPONSE

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

1.21 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 2, Tab A), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its

negotiations, will receive no more than one (1) award in accordance with the procedures outlined in the solicitation.

Prior to contract award, the respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the District at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

Florida Secretary of State based on the information provided in the *Compliance Disclosure Form* (refer to Part 3). If the respondent is an out-of-state corporation, the respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of proposal submission shall be deemed non-responsible by the District.

(5) References – Non-District Projects

'Client Reference' forms are attached to Part 2, Tab B1 of this solicitation for completion by the respondent of three (3) references. These include two (2) clients of the respondent and one (1) client of the subcontractor or subconsultant team member (with the highest percentage of proposed work).

If the 'Client Reference' forms attached to Part 2, Tab B1 are not utilized, the respondent shall provide identical information requested by the District for evaluation purposes.

Respondents shall include separate and verifiable projects similar to the current solicited work. Past projects shall have been completed within the last three (3) years from the current proposal submission date.

Respondents that have no proposed team members (subcontractors and/or subconsultants) to accomplish project objectives shall submit references for three (3) clients. Respondents that have been in business for less than two (2) years shall provide at least two (2) references.

Note Regarding References:

- Respondents shall not include District projects
- Respondents shall not list as references any proposed subcontractors or subconsultants
- Respondents shall not list parent or subsidiary companies

Scoring Process for References. Before a technical and qualifications evaluation is conducted, the District will contact the respondent's/team references within 5 business days of proposal submission in accordance with the 'Instructions' portion of the Reference Questionnaire (attached to Part 2, Tab B2 of the solicitation). Upon completion of the calls, the District will total the points and average the scores for the references to normalize the scoring results. Respondents with a final averaged score (based on the references provided) of '5' or less shall be deemed non-responsible by the District.

(6) Past Performance Records – District Projects

The District will review past performance records for District projects on file. The District will consider the number of contracts involved and/or the extent of deficient performance in each contract for prime respondents when making a determination of responsibility.

(7) Convicted Vendor List, Discriminatory Vendor List and District's Suspension List

If successful in obtaining a contract award under this solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

The District will review the following to determine whether the respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

All respondents, or any of their suppliers, subcontractors or subconsultants, whose name appears in these lists at the time of proposal submission shall be deemed non-responsible by the District for this solicitation.

(8) Financial Statements or Federal Tax Returns

Before a technical/qualifications evaluation is conducted, the District may request a Dun and Bradstreet (D&B) report to determine whether or not the respondent is financially stable to meet the requirements of any ensuing contract award. Financial statements are not required to be submitted with the respondent's proposal, but may be requested from the successful respondent by the District prior to entering into negotiations for contract award.

Tab C. Technical Proposal

This section of the response explains the requested Statement of Work as understood by the respondent. This section also includes any assistance, materials, equipment, reports, etc. which the District must provide to the respondent to complete the "Statement of Work." Evaluation criteria and District standards for evaluating the technical criteria are set forth in Part 3 of this solicitation. The following details shall be included as part of this response:

- (1) Statement of the proposed work objective and scope.
- (2) Methodology and rationale for the proposed approach.
- (3) Proposed work plan and project management strategy.
- (4) A list of available equipment.
- (5) Availability chart of all individuals proposed for services by the prime respondent and each team member (subcontractors and/or subconsultants).
- (6) Qualifications of the prime respondent and proposed subcontractors or subconsultants, including a summary of

**PART 2 - TAB A
COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the respondent is operating for this response:					
If applicable, previous business names under which the respondent has operated within the past three (3) years from response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	
				()	
				()	

B. Statements of Material Representation

The Respondent, by signing below, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List.
3. Has lobbied, either individually or collectively, the District's Governing Board members, District evaluation committee members, or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
4. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

C. Additional Representations

5. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
6. Respondent's proposed Project Manager and office location are as follows:

Prime Respondent:				
Name Of Project Manager:				
Street Address:				
	City	State	Zip Code	County
Telephone Number:	()			

7. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of sixty (60) calendar days from the date specified in the solicitation for receipt of proposals.

8. Respondent represents that proprietary information, if any, is identified on the following pages of the proposal:

Page	Page	Page

9. Respondent represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this solicitation, except as disclosed below:

10. Respondent identifies the following minor changes or deviations to the sample contract that is attached to this solicitation:

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

D. Team Composition & Diversity Plan Check if not applicable to your response

ORGANIZATION STATUS

Instructions:

- Identify below the parties that comprise the business association in this response.
- Indicate if the prime contractor or subcontractor(s) is a District certified MBE party or non-certified District MBE.
- MBE firms/MBE joint ventures MUST be certified by the District PRIOR to response submission to receive points in any Request for Proposal (RFP) evaluation process.
- List each party below or identify on a separate sheet and attach to this Team Composition & Diversity Plan (Plan).
- Attach a copy of the District's Current Certification Letter (for MBE Certified Firms) to this Plan.

Business Association	Business Name	Business Address	Business Phone #	% of Work to be Performed by Classification		
				MBE Classification (See Below)	% of Work	Non-MBE
Prime Contractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						
Total MBE Participation			\$			
Total Contract Amount			\$			
MBE Subcontractor Participation Percentage (Total MBE Participation divided by Total Contract Amount)			%			

MBE Classification: District Certified Minority Business Enterprises:
A = Asian American B = African American F = American Woman H = Hispanic American N = Native American

MBE Classification: District Non-Certified Minority Business Enterprises:
K = Asian American I = African American M = American Woman J = Hispanic American L = Native American

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

E. Statement of Intent to Perform as a District Certified MBE Contractor
Check [] if not applicable to your response

This document must be submitted at the time of response submission if the Respondent is proposing MBE participation. If not submitted, **NO** MBE points will be awarded in any Request for Proposal (RFP) evaluation process.

A Statement of Intent must be submitted for EACH MBE subcontractor/supplier listed on the "Team Composition & Diversity Plan". The Statement of Intent form must be completed in its entirety, signed and dated by both the Prime Contractor and/or the MBE Subcontractor/Supplier. Itemize each type of work/supplies for maximum consideration in the RFP evaluation process.

The below named subcontractor/supplier will enter into a formal agreement with below named prime contractor conditioned upon the prime contractor executing a contract with the South Florida Water Management District (District).

Must be Completed by MBEs (prime and/or subs) If not completed, participation cannot be counted.	Item #	Type of Work/Supplies	Agreed Price
	1		
	2		
	3		
	Total Value of Work		

If any percentage of the named MBE prime contractor or MBE subcontractor's work/dollars will be awarded to non-MBEs, please indicate, by Item number, the percentage that will be sublet. This does NOT include those dollars associated with the prime contractor. If the MBE prime contractor or MBE subcontractor will be performing 100% of the above itemized work, indicate zero percent (0%) in each item number.	Item #	% Non-MBE Participation
	Item #1	
	Item #2	
	Item #3	

By submission of this form and signature below, the prime contractor represents to the District that it believes such MBE subcontractor/supplier to be technically and financially qualified and available to perform the work described. If an MBE prime contractor, the signature below represents that it is currently certified by the District in the area of specialty to be performed. Respondents are advised that the information contained herein may be verified.

Prime Contractor Company Name

Signature _____

Title _____

Date _____

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

By submission of this form and signature below, the subcontractor/supplier represents that it is currently certified by the District in the area of specialty to be performed; that no changes have occurred in its company that would affect its MBE certification; that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation.

Subcontractor/Supplier Company Name

Signature _____

Title _____

Date _____

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

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

F. Joint Venture Disclosure Affidavit Check if not applicable to your response
 ** Minority Business Enterprise must be certified by the District PRIOR to response submission.

PRIMARY PARTY OF JOINT VENTURE									
BUSINESS NAME									
ADDRESS								BUSINESS TELEPHONE #	
MINORITY STATUS		<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> American Woman	<input type="checkbox"/> White	MINORITY OWNERSHIP %:	
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	
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 #	
MINORITY STATUS		<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> American Woman	<input type="checkbox"/> White	MINORITY/ WOMEN OWNERSHIP %:	
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	
LIST ALL PROFESSIONAL LICENSES HELD BY YOUR FIRM WHICH AUTHORIZE WORK/SERVICE:									
PROFESSIONAL LICENSE	NUMBER		LICENSEE					M/WBE CODE	

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

G. Joint Venture Disclosure Affidavit Check [] if not applicable to your response

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 MBE 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 MBE certification; willfully make a false statement, to agency or employee for the purpose of influencing the certification of an entity as a MBE; 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 MBE 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 MBE 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 MBE parties at any time.

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

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

State of _____
County of _____

On this _____ Day of _____, 20____, before me appeared

_____ to me personally known, and 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 _____

**COMPLIANCE DISCLOSURE FORM
SOLICITATION NO.: OT040451**

Respondent acknowledges and understands that this compliance disclosure form must be complete, attached to the proposal and timely filed or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:

Name _____
Title _____
Signature _____
Date _____

TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: OT040451

The respondent must provide references for two (2) clients and one client of the subcontractor or subconsultant team member for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three years from bid submission. **Respondents are expected to provide information on each project by including these forms in their response.** If these forms are not utilized, the respondent must provide identical information to the District for evaluation purposes.

Respondents that have no proposed team members (i.e., subcontractors or subconsultants) to accomplish the proposed work shall submit references for three (3) clients. Respondents that have been in business for *less* than two years must provide at least two (2) references.

Note: Do not include District projects as references, proposed team members or parent/subsidiary companies in your response.

A. Prime Respondent - Client #1

Name: _____

Address: _____

Contact Person: _____ Phone Number (____) _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project:

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each proposal, contact two (2) clients and one client of the subcontractor or subconsultant team.
2. District projects, proposed team members (subcontractors/subconsultants) or parent/subsidiary companies may not be contacted.
3. Contact each reference by phone, up to three (3) times only.
4. Complete all calls within five (5) working days of receipt of proposals.
5. Ask each reference the same questions listed below and score appropriately.
6. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
7. Do not obtain another reference as a replacement for a non-responding reference.
8. Upon completion, return all questionnaires to the designated Contract Specialist for this project.

Respondent's Name		
Client's Name (Company, Firm or Agency for Whom Services were Provided)		
Contact Person:		
Telephone Number:		
Date of Contact:		
Briefly describe the scope and size of the project performed by the contractor for your company.		
1. Overall, did the contractor adhere to the agreed upon schedule?	Score _____	Yes = 2 points No = 0 points
3. Was the project completed within the overall budget?	Score _____	Yes = 2 points No = 0 points
4. Were there delays in work progress due to unavailability of contractor personnel?	Score _____	Yes = 0 points No = 1 point
5. Did the contractor provide satisfactory and timely responses to your requests for information?	Score _____	Yes = 1 point No = 0 points
5. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Score _____	Yes = 1 point No = 0 points
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal District oversight?	Score _____	Yes = 2 points No = 0 points
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Score _____	Yes = 2 points No = 0 points
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Score _____	Yes = 0 points No = 2 points
10. How would you rate the overall quality of the work?	Score _____	Good = 2 points; Fair = 1 point; Poor = 0 points
Questionnaire Completed by (signature): _____		Date: _____

The following will be inserted by the Chairperson (Procurement):

Maximum points available for all questions: **15 Points**

Total score for this respondent: _____

**PART 2 – TAB D
COST PROPOSAL
ATTACHMENT A**

Key Positions

Loaded Hourly Labor Rate

Licensed Applicator/Supervisor

\$ _____

Laborer

\$ _____

Total of all rates

\$ _____

Hourly rates shall include: average pay rate, benefit costs, insurance, equipment (transport trucks, airboats, ATV, spray and communication equipment, back packs, machetes, spray bottle, and all other safety equipment) and all other components of the hourly rates. All pricing shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.

**PART 3
EVALUATION CRITERIA
STANDARD RFP – WRITTEN PROPOSALS**

Maximum Points Available (Total 100)	EVALUATION CATEGORIES			
Scoring for the Technical Category will be based on Selection Committee Evaluation				
50	Technical	Maximum Score Possible per Factor	Weight Assigned	Maximum Points Possible per Factor
	<ul style="list-style-type: none"> ▪ Proposed approach and methodology ▪ Understanding of the scope of work ▪ Equipment resources ▪ Staffing availability and workload distribution ▪ Qualifications/experience of firm and subcontractors with similar projects and with staff dedicated to project ▪ Management capabilities ▪ Willingness to meet time and budget requirements 	5	1	5
		5	1	5
		5	2	10
		5	2	10
		5	2	10
		5	1	5
		5	1	5
Scoring for the following categories will be inserted by Procurement				
20	Financial Considerations <ul style="list-style-type: none"> ▪ Reasonableness of Total Proposed Price 	20	N/A	20
20	Minority Business Enterprise Participation <ul style="list-style-type: none"> ▪ Requires 30% MBE participation to receive maximum points 	20	N/A	20
10	Volume of Previous District Work <ul style="list-style-type: none"> ▪ Dollar volume of work previously awarded by the District within the past 3 years to prime respondents and subcontractors and/or subconsultants 	10	N/A	10

Proposal Evaluation – Procurement

Specific categories detailed in Part 3, *Evaluation Criteria* will be scored by Procurement. These include Reasonableness of Proposed Price, Volume of Previous District Work, Location (if applicable) and Minority Business Enterprise Participation. All scoring by Procurement is formula driven, based on the tables outlined below. The scoring mechanism for Minority Business Enterprise Participation is included in Part 5 of this solicitation. The total number of points scored by Procurement will be based on the maximum points available for each specific category evaluated by Procurement. Evaluation tables are set forth as follows:

A. Financial Category - Reasonableness of Proposed Price

Procurement will determine the reasonableness of the respondent's proposed price by calculating the price score for each proposal in accordance with the following methodology:

- The respondent submitting the lowest price proposal (e.g., firm "A") shall receive the maximum score of "x" points designated in the solicitation for the cost/price factor.
- The price score of each additional respondent (e.g., firm "B", etc.) shall be calculated in relation to the price of the low respondent based on the following formula:

Scoring Formula:
$$\frac{\text{Lowest Price} \times \text{Maximum Points}}{\text{Next Lowest Price}} = \text{Score by Organization}$$

Example: Lowest Priced Firm (A) = \$227,400 = 10 Points Assessed for Firm A

Next Lowest Priced Firm (B) = \$248,984

Firm (B): $\frac{\$227,400 \times 10}{\$248,984} = \underline{9 \text{ Points Assessed for Firm B}}$

B. Volume of Previous District Work Category

(Calculated for the past 3 years for prime respondents, joint ventures and subcontractors/subconsultants)

Work Order Contracts: Dollar Amount of Previous Work Awarded	Numerical Score
All Other Contracts: Total Dollar Amount of Previous Contracts Awarded	
\$0 - \$50,000	10
\$50,001 - \$150,000	8
\$150,001 - \$300,000	6
\$300,001 - \$500,000	4
\$500,001 - \$750,000	2
Over \$750,000	0

Example: Volume of Previous District Work for Prime/Subcontractor - Combined Score of 8 Points – As follows:

Prime Respondent:

District Work during last 3 years: \$300,000

Score from table above: 6 points

Proposal specifies 60% of work to be done by prime

Formula: 6 points x 0.60 = 3.6 points (rounded to 4 points)

Subcontractor:

District Work during last 3 years: \$30,000

Score from table above: 10 points

Proposal specifies 40% of work by sub

Formula: 10 points x 0.40 = 4.0 points

Part 4

GROUND-BASED APPLICATION CONTRACTS STATEMENT OF WORK

4.1 INTRODUCTION

The DISTRICT manages numerous invasive, exotic plant species in aquatic, wetland, upland and right-of-way areas within its boundaries. The DISTRICT is charged with operating and maintaining existing infrastructure and restoring and preserving natural areas. Species that interfere with these goals include, but are not limited to, Waterhyacinth, Waterlettuce, Hydrilla, Hygrophila, Cattail, Melaleuca, Australian pine, Brazilian pepper, Java plum, Old World climbing fern, Torpedograss, Lead tree and Earleaf acacia. These species are well adapted to grow in the subtropical climate of South Florida and have no known natural control organisms to keep them in check.

At the present time, herbicides are the primary tool used by the DISTRICT to control these species. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, basal bark, broadcast (liquid and granular), and aerial applications. Seedlings in mixed upland plant communities are currently hand-pulled in an effort to minimize the impact of herbicides on 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.

During the past 16 years the DISTRICT'S experience with contracting for this service has seen a continued increase in scope. Many of the projects require the use of CONTRACTORS having the ability to supply large numbers of crews and equipment, while other projects are smaller allowing for CONTRACTORS with smaller numbers of crews and equipment. All proposing CONTRACTORS, meeting the minimum requirements, will be given consideration regardless of staff and equipment capacities.

4.2 SCOPE OF WORK

CONTRACTORS will be responsible for providing crews, equipment and supplies for treating aquatic and terrestrial vegetation, exotic nuisance trees and other species using ground application methods within (1) natural areas, particularly the Water Conservation Areas, Lake Okeechobee and District-owned conservation lands, (2) the canals, levees and structures of the Central and Southern Florida Flood Control Project, as well as the interconnecting Kissimmee and Alligator chain-of-lakes, (3) the Kissimmee River and (4) the Stormwater Treatment Areas (STAs) and Detention Areas. (See attached map, Attachment A)

For wetland and upland natural areas ground crews may be transported by trucks, ATVs, buggies, airboats, or helicopter. Truck, ATV, buggy, and airboat transportation shall be the responsibility of the CONTRACTOR. If helicopter transportation is required to access the worksite, the DISTRICT, under a separate contract, will provide this service. Each ground crew shall consist of one supervisor and a crew of applicators/laborers up to fifteen (15) depending on Work Order and work location. Ideally, all target plants must be treated and treatment sites recorded at each designated location before proceeding further. Vegetation treatments shall be performed in accordance with DISTRICT standards or guidelines established for each site as specified below. The

4.4.5. The CONTRACTOR shall be familiar with and adhere to the DISTRICT'S Vegetation Management Safety Standards (See Attachment "B") pertaining to aquatic weed control operations, a copy of which is attached and made a part of this Statement of Work.

4.4.6. The DISTRICT will be responsible for notifying affected property owners and the public of any use restrictions listed on the labels of the products used.

4.4.7. The CONTRACTOR shall be responsible for immediate clean-up operations associated with any fish-kill occurring within five days of application, providing the dissolved oxygen (DO) levels were 3.0 ppm or above at the time of treatment. If the DO levels were below 3.0 ppm at the time of treatment, and the District's authorized treatment, then the DISTRICT will be responsible for said clean-up operations.

4.4.8. The CONTRACTOR shall be responsible for providing applicators with all supplies and equipment, including backpack sprayers and blowers, machetes, spray bottles, safety equipment, etc.

4.4.9. The CONTRACTOR shall supply airboats, all-terrain vehicles and buggies to transport crews and supplies to and from treatment sites.

4.4.10. The CONTRACTOR shall supply communication equipment and will include beepers, and cellular telephones.

4.4.11. The CONTRACTOR shall assign a licensed 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 should be able to communicate with all crew members 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 DISTRICT program site manager on a daily/weekly basis; 4) assuring availability and compliance with all appropriate herbicide labels, Material Safety Data Sheets (MSDS), permit conditions and 5) making every effort to avoid damage to native vegetation and wildlife.

4.4.12. 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 TREATMENT PROCEDURES

4.5.1. Applications must be performed in such a manner as to protect non-target organisms, the environment, and the public. This includes taking into consideration and employing whatever means necessary to reduce drift in accordance with DISTRICT/DEP Herbicide Use Guidelines, observing DISTRICT practices regarding dissolved oxygen (DO) levels, and adequately measuring and recording wind velocities.

4.5.2. The CONTRACTOR shall maintain aquatic/exotic vegetation at the lowest possible level to provide access, prevent accumulation at structures, and prevent public complaints and health hazards. Vegetation management will be measured using DISTRICT maintenance standards. Ditchbank and other exotic vegetation (includes melaleuca, Brazilian pepper, Australian pine, torpedograss, lygodium, Java plum, and cogongrass) will be measured. The District will provide

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.

Upon completion of the treatments the CONTRACTOR shall verify the data and sign the forms. The original copy of this verification shall be submitted to the DISTRICT with the invoice.

4.7 DELIVERABLES

4.7.1. Data collection identified in section 4.6 shall be submitted on a 3.5" computer disk (preferably Microsoft EXCEL format) with the invoice and the completed "Daily Supervisor's Activity Report" form or (other) form attached. The original data sheet must be submitted to the DISTRICT, and the CONTRACTOR must keep a copy on file.

4.7.2. Invoices are to be submitted to the DISTRICT at least every two weeks, or within five 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.

4.8 TIME SCHEDULE AND TIME FRAMES

4.8.1 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.

4.8.2 Eligible crew operating time 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.



**RISK MANAGEMENT DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE**

Policy No.: 16.62100

Page 2 of 9

Effective: 06/13/80

Revised: 05/01/92

**SUBJECT: Vegetation Management Safety Standard
(aka: Aquatic Weed Control)**

TOPIC: M-3

A. SCOPE AND PURPOSE:

The Vegetation Management Safety Standard is intended to prevent injuries and accidents involving District employees working in this area. This standard is recognized as unique because there are a variety of working conditions, ranging from chemical applications to mechanical removal, that have distinctive hazards and no single source of information to address them. This standard is a compilation of applicable safety standards gathered from a variety of sources which must be followed during these operations.

B. RESPONSIBILITIES:

1. The Vegetation Management Director shall:
 - a. Ensure the safe application of Vegetation Control chemicals is in accordance with applicable federal, state, and local regulations or permits.
 - b. Ensure that District employees within this standard, and contractors working under this standard, follow established safety principles and practices for preventing accidents and injuries.
2. Regional O&M Directors shall:
 - a. Ensure operations within their cognizant areas utilize safety practices required by this safety standard and other applicable sections within the Occupational Safety and Health Standards/Programs.
3. Supervisors shall:
 - a. Ensure crews under their supervision adhere to safety requirements listed in this safety standard and other applicable sections of the Accident Prevention Standards/Programs.
 - b. Ensure all accidents involving their crews are reported to their Assistant Regional O&M Director.



RISK MANAGEMENT DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE

Policy No.: 16.62100

Page 4 of 9

Effective: 06/13/80

Revised: 05/01/92

SUBJECT: Vegetation Management Safety Standard
(aka: Aquatic Weed Control)

TOPIC: M-3

- b. Testing of new chemicals and mixtures shall be accomplished in accordance with permit provisions and manufacturer's instructions.
- c. A copy of the Material Safety Data Sheet for each chemical and adjuvant utilized shall be maintained on file at the field station so as to remain readily available for review.
- d. Applicators shall apply a chemical only while wearing the PPE designated for use with that chemical. This is outlined in the most recent revision of the Personal Protective Equipment Matrix, found in the Hazard Communication Program and in the appendix section of Risk Management Manual.
- e. Chemical applications shall only be conducted by certified applicators and other personnel under their direct supervision.
- f. Applicators shall read the label of each chemical to be used prior to its application.
- g. Uniforms shall be worn for only one day's application. Uniforms worn for a day's application shall not be utilized again until cleaned, unless full body suit covering is worn over the suit.
- h. Each application crew is required to have copies of the labels, including any other supplementary labels, in their possession at the application site for each of the chemicals being utilized.
- i. Posting and notification procedures required by a chemical's label, or permit, shall be accomplished before chemical application.
- j. Internal combustion engine blowers used to apply dry herbicides shall be allowed to cool prior to refueling. Refueling a portable blower while it is being worn is prohibited.
- k. Before departing the field station to conduct spray operations, spray equipment shall be inspected by the applicator.
 - 1) Check the spray gun trigger for correct operation.



**RISK MANAGEMENT DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE**

Policy No.: 16.62100

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Effective: 06/13/80

Revised: 05/01/92

**SUBJECT: Vegetation Management Safety Standard
(aka: Aquatic Weed Control)**

TOPIC: M-3

- d. Chemical spills shall be immediately isolated and cleaned up utilizing label and Material Safety Data Sheet information as a guide. Emergency Action Plan procedures shall be followed as needed.
- e. Only empty herbicide containers awaiting destruction and disposal, which have been triple rinsed, shall be stored at the field station in a separate, locked storage area.
- f. Herbicide containers shall not be utilized for any other purpose than to contain the original product.
- g. Herbicide containers shall be disposed of only in an approved manner consistent with federal, state, and local regulations.
 - 1) All empty herbicide containers shall be triple rinsed at the application site prior to returning them to the field station for destruction/disposal.
 - 2) Empty herbicide containers, which have been triple rinsed, shall be destroyed upon delivery to the field station, before disposal, so as to ensure the container cannot be reused.
- h. Vehicles transporting hazardous materials shall be placarded and manifested in accordance with Department of Transportation requirements appropriate for the chemical and amount carried.
- i. Vehicles transporting herbicide chemicals shall be equipped with:
 - 1) Absorbent pads or rolls and 6 ml plastic bags for the immediate collection and containment of any spilled material in the event of an accident.
 - 2) A copy of each chemical's Material Safety Data Sheet.
 - 3) A Tyvek suit, rubber gloves and pesticide respirator.



**RISK MANAGEMENT DIVISION
ADMINISTRATIVE POLICY AND PROCEDURE**

Policy No.: 16.62100

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Effective: 06/13/80

Revised: 05/01/92

SUBJECT: Vegetation Management Safety Standard

OPERA (aka: Aquatic Weed Control)

TOPIC: M-3

4. **Personal Protective Equipment (PPE):**
- a. PPE specified by the latest revision of the Personal Protective Equipment Matrix is mandatory.
 - b. PPE not specifically required by the Personal Protective Equipment Matrix shall be worn when required by, and in accordance with, other applicable safety standards.
 - c. Only PPE authorized in writing for District use by the Risk Management Division shall be utilized.

5. **SCUBA Operations:**

- a. All SCUBA operations conducted by Vegetation Management shall be in compliance with the District's Dive Safety Program.
- b. Only District employees meeting qualification requirements listed in the Dive Safety Program shall be authorized to dive for Vegetation Management.

D. TRAINING:

1. **Applicators shall receive:**

- a. Documented training within thirty days of hire, and annually thereafter, in accordance with the following requirements:
 - 1) Hazard Communication Safety Program,
 - 2) Respiratory Protection Safety Program,
 - 3) Vegetation Management Safety Standard,
 - 4) Emergency Action Response Safety Program,

Note: If the respondent is recommended for award, any changes to the proposed MBE subcontractor team which might occur during contract negotiations shall be provided by submitting a revised *Team Composition & Diversity Plan and Statement of Intent to Perform as a District Certified MBE Contractor* form.

**TABLE 5.1
POINTS FOR % OF MBE PARTICIPATION**

20 POINTS FOR MBE PARTICIPATION

≥30% =	20 points
≥27% =	18 points
≥24% =	16 points
≥21% =	14 points
≥18% =	12 points
≥15% =	10 points
≥12% =	8 points
≥ 9% =	6 points
≥ 6% =	4 points
≥ 3% =	1 point

5.4 POINTS FOR MBE PARTICIPATION

The District shall award points for MBE participation as reflected in Table 5.1. Maximum points will be awarded to the respondent if 30% or more of the total project work is performed by MBE firms.

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

Any proposed participation by firms not certified with the District at the time of proposal submission will not be awarded points for MBE participation. Respondents are strongly encouraged to contact the Procurement Department, Minority Business Enterprise section well in advance of the date set for receipt of proposals to allow sufficient time for review and determination of MBE eligibility and certification.

Only expenditures to MBE's that perform a useful business function may be awarded points for MBE participation, i.e., work actually performed, supervised and managed by a certified MBE. 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, if the firm performs no substantive service or is a passive conduit. An MBE subcontractor shall not be allowed to subcontract all or a majority of the subcontracted portion of the work to another non-MBE firm or firms.

A. The District will award points for MBE participation based on the MBE 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 award MBE participation points for any portion or portions of the MBE subcontractor's work that is subcontracted back to:

1. the respondent, either directly or through any other company or firm owned and/or controlled by the respondent; or
2. any non-MBE firm with which the MBE 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.

5.5 MBE COMPLIANCE

A. Compliance. The District shall monitor and evaluate compliance with the provisions of the MBE Rule. During the term of any subsequent contract, the successful respondent shall comply with all MBE plans made in its proposal or as may have been amended in negotiations. Compliance for use of MBE'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 MBE participation established in the contract. Failure to comply with the MBE requirements of an awarded contract can result in the District enforcing any of the compliance provisions as provided for in the attached sample contract.

B. MBE Substitution. The successful respondent must contact the District's Procurement Department, Minority Business Enterprise section when the need to replace an MBE subcontractor arises. The respondent must submit to the District's Procurement Department, Minority Business Enterprise section an **updated** version of the *Statement of Intent to Perform as a District Certified MBE Contractor* form for each substitute firm.

C. 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.

D. Prohibition of Not-To-Compete Agreements. The respondent is prohibited from entering into any agreements with an MBE subcontractor in which the MBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents. Failure to comply with the MBE 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 MBE Rule.

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.

1. The following is hereby added as Article 1.6: "The ground supervisor shall be responsible for data collection, herbicide application and inventory, herbicide safety procedures, and crew supervision. The ground crew supervisor must also have required navigation equipment such as a hand-held Global Positioning System (GPS) unit, to mark areas treated and future treatment areas, and a cellular telephone.
2. The following is hereby added as Article 12.13: "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'S** safety requirements. 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.

All herbicides and adjuvants while on the job site must be kept with the Supervisor/applicator at the treatment site or in a secured, ventilated and locked truck, trailer, or shed as close to the treatment site as practicable at all times, in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. The **CONTRACTOR** is responsible for keeping all empty containers in the secured, ventilated and locked truck, trailer or shed. The **CONTRACTOR** is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site.

3. The following is hereby added as Article 12.14: "The **CONTRACTOR** shall be required to have a minimum of three (3) Ground Crew Supervisors for this contract. Each ground crew supervisor shall possess the following qualifications: knowledge and at least one(1) year of substantial experience in plant identification and current control technologies for invasive exotic plants common to Florida including all species on the 2003 Florida Exotic Pest Plant Council's list of invasive species; current Florida Department of Agriculture and Consumer Services certification in the Aquatics and Natural Areas categories; knowledge of data and records keeping; knowledge of GPS data collection and/or mapping techniques; ability to work under adverse physical and weather conditions, including high humidity and temperatures; knowledge of 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 the equipment.
4. The following is hereby added as Article 12.15: "The **CONTRACTOR** shall have and maintain the following minimum equipment: 2 Watercraft including airboat(s) for crew transport, each capable of carrying at least 5 passengers plus required equipment in canals and marsh areas; 3 Watercraft including airboat(s) for spraying, used for aquatic treatments in canals and marsh areas; 3 Pick-up trucks/SUVs/vans; 2 ATVs or similar vehicle; 1 buggy; 5 GPS units; and 5 cellular phones."

SFWMD OFFICE OF COUNSEL APPROVED

By: _____ Date: _____

SFWMD PROCUREMENT APPROVED

By: _____ Date: _____

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the multi-year funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page 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**.

ARTICLE 3 – INVOICING AND PROMPT 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 the cover/signature page 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 on a completion of deliverable basis in accordance with the Payment and Deliverable Schedule specified in each Work Order.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **CONTRACT** for invoice submission. The time at which payment shall be due from the **DISTRICT** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions that are detailed in the **CONTRACT** document.

Failure of the **CONTRACTOR** to follow the instructions set forth in the **CONTRACT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and

acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **CONTRACTOR** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received 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 the cover/signature page 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 Specialist specified on the cover/signature page 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 the cover/signature page of the **CONTRACT**. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT**'s Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT**'s Contract Number specified on the cover/signature page 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

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 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.

6.4 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 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 his **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

(Licensee), it shall be the **CONTRACTOR's** (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the 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 Pursuant to Section 216.347, F.S., the **CONTRACTOR** is prohibited from the expenditure of any funds under this **CONTRACT** to lobby the Legislature, the judicial branch or another state agency.

8.10 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 In the event that the **CONTRACTOR** is providing staff who will be working on-site at **DISTRICT** facilities, it is further understood that the **CONTRACTOR** shall be the employer of the staff provided pursuant to the **CONTRACT** for all purposes

under state and federal law and that the **CONTRACTOR's** staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONTRACTOR's** staff shall be exclusively provided by the **CONTRACTOR** or by the **CONTRACTOR's** employee.

The **CONTRACTOR** is solely responsible for compliance with all labor and tax laws pertaining to officers, agents and **CONTRACTOR** employees and shall indemnify and hold the **DISTRICT** harmless from any failure by the **CONTRACTOR** to comply with such laws. The **CONTRACTOR's** duties with respect to such personnel shall include, but are not limited to, the following:

9.2.1 Billing, collection, payroll services and tax withholding, and any other related services

9.2.2 Providing insurance coverage pursuant to Article 5 of this **CONTRACT**.

9.2.3 Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits and disability insurance.

9.2.4 Complying with the Fair Labor Standards Act, 29 U.S.C. 201, et.seq., including payment of overtime in accordance with the Act.

9.2.5 Providing employee training for all activities necessary for job performance, except those functions that are unique to the **DISTRICT**, in which event, the **DISTRICT**, in its sole judgment and discretion, may provide training.

9.3 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.

9.4 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.

9.5 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.

9.6 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 - MBE UTILIZATION

10.1 MBE Utilization. The **DISTRICT** actively encourages

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.

11.2 Any inconsistency in this **CONTRACT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 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.

11.4 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.

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

11.6 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 designated for removal, relocation or replacement in the course of work.

and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

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

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

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

12.7.2 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

12.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not

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

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

DATE: 19-MAY-2004
TIME: 14:30

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

ID: DIST016.D.LIS
PAGE: 1

AQUATIC WEED CONTROL

99805

AQUATIC BIOLOGIST INC
750 LANARK STREET
SANFORD FL 32773
CONTACT: EUIS A PEREZ
PHONE: 800-785-2000
VENDOR #: 31636 A
MVC: H

AQUATIC PLANT MGMT INC
PO BOX 477
VENTS FL 33960
CONTACT: THOMAS MANGANO
PHONE: 954-214-4730
VENDOR #: 24536 A
MVC: H

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

C&N ENVIRONMENTAL CONSULT INC
612 N ORANGE AVENUE STE D-1
JUPITER FL 33458
CONTACT: CHERYL M CARPENTER, PR
PHONE: 561-744-7420
VENDOR #: 20627 A
MVC: F

EAGLE ENV ENTERPRISES INC
621 6TH TERRACE
PALM BEACH GARDENFL 33418
CONTACT: JEANNE K HALL
PHONE: 561-624-4024
VENDOR #: 42293 A
MVC: F

ENGINEERING & APPLIED SCI INC
11700 N 58TH ST STE G
TAMPA FL 33617-1666
CONTACT: DR SRINIVAS G RAO
PHONE: 813-899-0707
VENDOR #: 23229 A
MVC: A

FLORAQUATICS INC
17831 47TH CT N
LOXAHATCHEE FL 33470
CONTACT: VENESSA L MICHELLS
PHONE: 561-791-7957
VENDOR #: 35927 A
MVC: F

FREEDOM PIPELINE CORP
5380 SW 208TH LN
FORT LAUDERDALE FL 33332
CONTACT: KATRY MARTELL
PHONE: 954-434-8070
VENDOR #: 21572 A
MVC: F

GENARO ACOSTAS TREE & LAWN
2788 RANCH HOUSE RD
WEST PALM BEACH FL 33406
CONTACT: GENARO ACOSTAS
PHONE: 561-588-5668
VENDOR #: 35145 A
MVC: H

HOMESTEAD CONCRETE/DRAINAGE
PO BOX 1273
HOMESTEAD FL 33090
CONTACT: ALFREDO CODERO
PHONE: 888-848-9649
VENDOR #: 26331 A
MVC: H

IBENTWORK, INC
IPG
2317 NW 150 ST
OPR-LOCKA FL 33054
CONTACT: DENNY OYEGUNLE
PHONE: 305-681-4001
VENDOR #: 44562 A
MVC: B

OMEGA CONTRACTING INC
700 B ATLANTIC BLVD STE 200
POMPANO BEACH FL 33060
CONTACT: JUDY LANDIS
PHONE: 954-941-9900
VENDOR #: 26509 A
MVC: F

DATE: 19-MAY-2004
TIME: 14:30

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: 3

HOMESTEAD CONCRETE/DRAINAGE
PO BOX 1273
HOMESTEAD FL 33090
CONTACT: ALFREDO CORDERO
PHONE: 888-848-9649
VENDOR #: 26331 A MWC: H

IBIS ENVIRONMENTAL INC
3561 SW CORPORATE PKWY
PALM CITY FL 34990
CONTACT: JENNA MIER
PHONE: 772-286-1553
VENDOR #: 41364 A MWC: F

LAD NURSERY INC
8661 112TH TERRACE NO
WEST PALM BEACH FL 33404
CONTACT: DEBORAH TARBELL
PHONE: 561-881-5549
VENDOR #: 26064 A MWC: F

OMEGA CONTRACTING INC
700 E ATLANTIC BLVD STE 200
POMPANO BEACH FL 33060
CONTACT: JUDY LANDIS
PHONE: 954-941-9900
VENDOR #: 26509 A MWC: F

PALM BEACH PACIFIC INC
1275 NE 120 ST
OKEECHOBEE FL 34972
CONTACT: AMANDO W RIVERO
PHONE: 561-719-0036
VENDOR #: 38635 A MWC: H

VISTA LANDSCAPING INC
2839 SEMINOLE ROAD
WEST PALM BEACH FL 33406
CONTACT: VIRGINIA ORNELLAS
PHONE: 561-723-4869
VENDOR #: 44952 A MWC: H

WALTER BRYANT TRUCKING & SOD
PO BOX 221
INDIAN TOWN FL 34955-0221
CONTACT: WALTER BRYANT
PHONE: 772-597-5251
VENDOR #: 37342 A MWC: B

- Summary of Commodity Code(s)
VC - MINORITY VENDOR CODES
- A' Asian American Certified.....1
 - B' African American Certified.....2
 - F' American Woman Certified.....15
 - H' Hispanic American Certified.....12
 - N' Native American Certified.....0
 - O' Small Business Federal.....0
 - P' 51% or More Minority Board of Directors.....0
 - R' 51% or More Minority Officers.....0
 - S' 51% or More Minority Community Served.....0
 - 3' Small Business State.....0
 - 5' Other Non-Profit.....0

ORIGINAL



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: APPLIED AQUATIC MANAGEMENT, INC.</p> <p>Address: P.O. Box 1469 Eagle Lake, FL 33839</p> <p>Project Manager: P.J. Meyers Telephone No: (863) 533-8882 Fax No: (863) 534- 3322</p> <p>Hereinafter referred to as: CONTRACTOR</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="text-align: center; font-size: 1.2em;">OT040863</p> <p>M/WBE Goal: 30%</p>
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PROJECT TITLE: GROUND APPLICATION SERVICES FOR EXOTIC PLANT CONTROL

- The following Exhibits are attached hereto and made a part of this CONTRACT:**
- | | |
|---|--|
| <ul style="list-style-type: none"> Exhibit "A" - Special Provisions Exhibit "B" - General Terms and Conditions Exhibit "C" - Statement of Work Exhibit "D" - Not Applicable Exhibit "E" - M/WBE Utilization Report Exhibit "F" - Final M/WBE Utilization Report Exhibit "G" - Not Applicable | <ul style="list-style-type: none"> Exhibit "H" - Insurance Requirements Exhibit "I" - Work Order Form Exhibit "J" - Not Applicable Exhibit "K" - Not Applicable Exhibit "L" - Rate Schedule Exhibit "M" - Not Applicable |
|---|--|

<p>TOTAL CONTRACT AMOUNT: \$18,000,000.00</p> <p>Multi-Year Funding (If Applicable)</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Fiscal Year: October 1, 2005-September 30, 2006</td> <td style="width: 40%; text-align: right;">\$6,000,000.00</td> </tr> <tr> <td>Fiscal Year: October 1, 2006-September 30, 2007</td> <td style="text-align: right;">\$6,000,000.00*</td> </tr> <tr> <td>Fiscal Year: October 1, 2008-September 30, 2008</td> <td style="text-align: right;">\$6,000,000.00*</td> </tr> </table> <p>*Subject to District Governing Board Annual Budget Approval</p>	Fiscal Year: October 1, 2005-September 30, 2006	\$6,000,000.00	Fiscal Year: October 1, 2006-September 30, 2007	\$6,000,000.00*	Fiscal Year: October 1, 2008-September 30, 2008	\$6,000,000.00*	<p>CONTRACT TYPE: Work Order</p> <p>Fiscal Year: Fiscal Year: Fiscal Year:</p>
Fiscal Year: October 1, 2005-September 30, 2006	\$6,000,000.00						
Fiscal Year: October 1, 2006-September 30, 2007	\$6,000,000.00*						
Fiscal Year: October 1, 2008-September 30, 2008	\$6,000,000.00*						

<p>CONTRACT TERM: Three (3) Year</p> <p>District Project Manager: Francois Laroche Telephone No: (561) 682-6193 Fax No. (561) 681-6232</p>	<p>EFFECTIVE DATE: Last Date of Execution by the Parties</p> <p>District Contract Specialist: Don Hill Telephone No: (561) 682-2045 Fax No.: (561) 682-5301</p>
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<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>APPLIED AQUATIC MANAGEMENT, INC. P.O. Box 1469 Eagle Lake, FL 33839 Attention: P.J. Meyers</p>
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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 style="text-align: center;">APPLIED AQUATIC MANAGEMENT, INC.</p> <p>Accepted By: <u>[Signature]</u> Signature of Authorized Representative</p> <p>Title: <u>Paul E. Al Vice President</u></p> <p>Date: <u>9-20-04</u></p>	<p style="text-align: center;">SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: <u>[Signature]</u> Frank Hayden, Procurement Director</p> <p>Date: <u>9/29/04</u></p> <p>SFWMD OFFICE OF COUNSEL APPROVED By: <u>[Signature]</u> Date: <u>9/15/04</u></p> <p>SFWMD PROCUREMENT APPROVED By: <u>[Signature]</u> Date: <u>09/10/04</u></p>
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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.

1. Article 1.1.1 is hereby deleted and restated as follows: "The actual services required and not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this CONTRACT issued by the DISTRICT, a sample of which is attached as Exhibit "I", and made a part of this CONTRACT. 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. Payment may not exceed the authorized amount in the event the CONTRACTOR'S work exceeds the dollar amount authorized. Work Order not-to-exceed amounts shall incorporate established rates specified in Exhibit "L", attached hereto and made an integral part of this CONTRACT. 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."
2. The following is hereby added as Article 1.6: "The CONTRACTOR hereby agrees to extend the unit rates specified in Exhibit "L" to other governmental entities. Nothing contained herein shall be construed to prevent other governmental entities from "piggybacking" this CONTRACT."
3. The following is hereby added as Article 1.7: "The CONTRACTOR agrees to comply with the applicable flowdown provisions of the DISTRICT's agreements with the Florida Department of Environmental Protection (Department) for services performed in conjunction with Exhibit "C" Statement of Work. The flowdown provisions are set forth under amended Agreements No. C-12562 and C-13664 executed between the DISTRICT and the Florida Department of Environmental Protection. Applicable provisions of these agreements are as follows:
 - 1.7.1 C-12562 - 13. and C-13664. - I. "The Contractor (District) 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, or their authorized representative 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 (District) shall similarly require each subcontractor to maintain and allow access to such records for audit purposes."
 - 1.7.2 C-12562 - 28. and C-13664 - 26 "The Contractor (District) shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this contract. The Contractor (District) acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulation. The Contractor (District) further agrees to include this provision in all subcontracts issued as a result of this Contract."
4. The following is hereby added as Article 1.8: "The ground supervisor shall be responsible for data collection, herbicide application and inventory, herbicide safety procedures, and crew supervision. The ground crew supervisor must also have required navigation equipment such as a hand-held Global Positioning System (GPS) unit, to mark areas treated and future treatment areas, and a cellular telephone.
5. Article 3.1 is hereby deleted and restated as follows: "The CONTRACTOR's invoices shall reference the DISTRICT's Contract Number and Work Order 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."

6. Article 3.2 is hereby deleted and restated as follows: "Invoices shall be submitted 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, reports, receipts and subcontractor invoices."
7. The following is hereby added as Article 12.13: "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'S** safety requirements. 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.

All herbicides and adjuvants while on the job site must be kept with the Supervisor/applicator at the treatment site or in a secured, ventilated and locked truck, trailer, or shed as close to the treatment site as practicable at all times, in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. The **CONTRACTOR** is responsible for keeping all empty containers in the secured, ventilated and locked truck, trailer or shed. The **CONTRACTOR** is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site.

8. The following is hereby added as Article 12.14: "The **CONTRACTOR** shall be required to have a minimum of three (3) Ground Crew Supervisors for this contract. Each ground crew supervisor shall possess the following qualifications: knowledge and at least one(1) year of substantial experience in plant identification and current control technologies for invasive exotic plants common to Florida including all species on the 2003 Florida Exotic Pest Plant Council's list of invasive species; current Florida Department of Agriculture and Consumer Services certification in the Aquatics and Natural Areas categories; knowledge of data and records keeping; knowledge of GPS data collection and/or mapping techniques; ability to work under adverse physical and weather conditions, including high humidity and temperatures; knowledge of 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 the equipment.
9. The following is hereby added as Article 12.15: "The **CONTRACTOR** shall have and maintain the following minimum equipment: 2 Watercraft including airboat(s) for crew transport, each capable of carrying at least 5 passengers plus required equipment in canals and marsh areas; 3 Watercraft including airboat(s) for spraying, used for aquatic treatments in canals and marsh areas; 3 Pick-up trucks/SUVs/vans; 2 ATVs or similar vehicle; 1 buggy; 5 GPS units; and 5 cellular phones

SFWMD OFFICE OF COUNSEL APPROVED

By: _____

Date: _____

9/14/04

SFWMD PROCUREMENT APPROVED

By: _____

Date: _____

09/10/04

EXHIBIT "L"
RATE SCHEDULE

<u>Positions</u>	<u>Hourly Labor Rate</u>
Licensed Applicator/Supervisor	\$ 49.00
Laborer	\$ 18.00

Hourly rates shall include: average pay rate, benefit costs, insurance, equipment (transport trucks, airboats, ATV, spray and communication equipment, back packs, machetes, spray bottle, and all other safety equipment) and all other components of the hourly rates. Herbicides and adjuvants will be provided at cost by the Contractor. The Contractor must supply copies of materials' invoices to receive reimbursement from the district. There will be no markup allowed for materials reimbursement. All pricing shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.

The will be a two hour charge for lost time due to inclement weather which causes the cancellation of a planned work day, 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. No overtime is allowed unless specifically authorized by work order. On days when the workers are working, there will be no minimum availability rates. Billing for labor shall begin upon the commencement of work (boat ramp); travel time shall not be billed.



Aquatic Management Services
Aquatic Weed Control

November 16, 2004

Mr. Earl Pflaumer
Purchasing Agent
Lee County Board of County Commissioners
P.O. Box 398
Ft. Myers, FL 33901-0398

Rcf: SFWMD Contract #0T040863

Dear Mr. Pflaumer:

Please accept this letter as confirmation that Applied Aquatic Management, Inc. will perform the same services piggybacked under the above referenced contract for Lee County Board of County Commissioners. It is my understanding that Lee County has a copy of this 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 directly 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 black ink, appearing to read "Jennifer L. Myers".

Jennifer L. Myers
Office Manager

JLM:bb