REQUEST FOR PROPOSALS

In Accordance with Section 287.055, Florida Statutes
Consultants Competitive Negotiations Act (CCNA)

FINANCE & ADMINISTRATION DIVISION
CHRISTINA SACKETT, CHIEF FINANCIAL OFFICER

PURCHASING DEPARTMENT
AMY FLACK, PURCHASING SPECIALIST II

Website: http://www.tampabaywater.org
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2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102

CONTRACT Nos. 2027045, 2027046, 2027047, 2027048, 2027049, 2027050, 2027051, 2027052, and 2027053

TITLE: AS NEEDED ECOLOGICAL SERVICES

PROPOSAL DUE DATE: 10:00 a.m. Eastern Standard Time (EST), on November 13, 2026

IMPORTANT NOTICE: Tampa Bay Water issues its solicitations electronically through its online electronic procurement (e-procurement) portal, EUNA Procurement (EUNA). All addenda to such solicitations will be issued exclusively through EUNA. If Respondent obtained this solicitation from a source other than EUNA, Respondent will not be listed on the document takers list and will not receive notification of any addenda issued. Failure to receive any issued addenda shall not relieve the Respondent from any obligations(s) contained in the addenda.

To access Tampa Bay Water solicitations, any addenda and Proposal results, go to: https://tampabaywater.bonfirehub.com. If Respondent needs assistance in registering with EUNA send an email to: support@gobonfire.com or visit EUNA's help forum at https://vendorsupport.gobonfire.com/hc/en-us.

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PART I - PROJECT BACKGROUND & GENERAL INFORMATION FOR RESPONDENTS

1. TAMPA BAY WATER BACKGROUND INFORMATION

Tampa Bay Water is the largest wholesale water supplier in Florida, providing high-quality drinking water to its Member Governments that, in turn, supply water to more than 2.5 million residents of the Tampa Bay area. Tampa Bay Water's Member Governments include Hillsborough, Pasco and Pinellas counties and the cities of New Port Richey, St. Petersburg and Tampa.

The utility's mission is to reliably provide clean safe water to the Tampa Bay Region now and for future generations.

Tampa Bay Water is a non-profit, special district of the State of Florida-a true regional utility, funded through the sale of water to its Member Governments. Through Tampa Bay Water, the utility's members work together to develop and supply drinking water to the region in an environmentally sound manner. Members share voting rights equitably among the three counties and pay the same wholesale water rates.

Tampa Bay Water was created in 1998 by interlocal agreement among its Member Governments. Policies are established by a nine-member board of directors, with two elected commissioners from each member county and one elected representative from each member city.

To learn more, visit tampabaywater.org.

2. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit responses from qualified firms or individuals to provide As Needed Ecological Services. Firms selected for this service will be utilized on a task order basis for a variety of projects. In any given year, a variety of short-term needs arise that require Tampa Bay Water to timely respond to issues concerning environmental/ecological investigations and regulatory compliance. Assignments under these task-based Contracts are described within this RFP. Respondents should have an established reputation and documented successful experience in providing As Needed Ecological Services. The Proposer selected is expected to have appropriately experienced staff and resources to provide comprehensive, reliable products and services regarding the Project and will be required to demonstrate this via the submittal documents and/or associated interviews, if deemed necessary.

3. DEFINITIONS

Unless otherwise defined in this RFP, all capitalized words, abbreviations, and terms used herein shall have the meanings set forth in the Sample Contract.
The following terms when used in this RFP shall have the following meaning:

- "Proposer" means a qualified Respondent for this solicitation. If Proposer is a consortium, partnership, joint venture, or other organization, this definition shall include all partners, members, or participants.
- "Respondent" is an entity who submitted a Proposal for the Project. If Respondent is a consortium, partnership, joint venture, or other organization, this definition shall include all partners, members, or participants.
- "Tampa Bay Water" means the Project owner.
- "Member Governments" means the Counties of Hillsborough, Pasco and Pinellas and the cities of Tampa, New Port Richey and St. Petersburg.
- "Professional Services Contract" means the Contract executed by Tampa Bay Water and the Awarded Consultant(s).
- "Proposal" or "Submittal" refers to a Respondent's response to the requirements of this RFP.
- "Proposal Forms" are the forms located in RFP Submittal Form, Part V.

- "Proposal Due Date" is the date and time that Proposals are due, as stated in the RFP.

4. SUBMITTAL REQUIREMENTS

A. **Electronic Submittals** are preferred and highly encouraged. Proposals may be submitted electronically via Tampa Bay Water's e-procurement portal at https://tampabaywater.bonfirehub. To submit a Proposal electronically Respondent must register with EUNA and follow the instructions in the portal. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. Javascript and browser cookies must be enabled. Maximum upload file size is 1000MB. Documents should not be embedded within uploaded files as the embedded files will not be accessible. Respondent will have the ability to modify their Proposal up to the Proposal Due Date in EUNA. **Proposals must be uploaded, submitted, and finalized prior to the Proposal Due Date at 10:00 a.m. EST, November 13, 2026.** Tampa Bay Water strongly recommends that Respondent give themselves sufficient time and at least **one (1) day** before the Proposal Due Date/Time to begin the uploading process and finalize submissions. Tampa Bay Water is not responsible for any technical problems in the electronic transmission and/or delay in receipt due to technical problems. Such electronic transmittal errors will not alter or effect the deadline date and time for receipt of Proposals. If Respondent requires assistance they should contact EUNA at support@gobonfire.com.

B. **Non-Electronic Submittals** are accepted if Respondent is not able to submit electronically. Submittal must be received in Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than **10:00 a.m. EST, November 13, 2026**. A signed original, and one digital copy on a CD or flash drive, of the complete Proposal, must be submitted. Proposals will be retained as property of Tampa Bay Water.
Non-electronic submittals must be clearly marked "Sealed Proposal" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Records Department
TAMPA BAY WATER CONTRACT Nos. 2027045-2027053

C. **Late Proposals** will not be considered. No Proposals can be withdrawn after the Proposal Due Date without the written permission of Tampa Bay Water. Any inquiries, discrepancies or inconsistencies in the instructions to Respondents or Proposal requirements should be submitted through the Vendor Discussion section in EUNA or via email to purchasing@tampabaywater.org only if Respondent is unable to register in EUNA.

5. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at **10:00 a.m. EDT on October 22, 2026 at Tampa Bay Water's office located at 2575 Enterprise Road, Clearwater, Florida 33763**. Attendance at the Pre-Proposal Conference is not mandatory, but all prospective Respondents are strongly encouraged to attend. Failure to attend the non-mandatory Pre-Proposal Conference will not relieve a successful Proposer of its obligations to furnish the services necessary to carry out all the requirements and provisions set forth in the contract. Anyone requiring reasonable accommodations for the Pre-Proposal Conference should contact Tampa Bay Water's Human Resources Department at 727-796-2355 at least three (3) working days prior to the Pre-Proposal Conference.

To ask questions concerning this RFP solicitation process, required submittals, evaluation criteria, selection process or any other matter regarding this procurement Respondents are strongly encouraged to register with Tampa Bay Water's public purchasing portal at https://tampabaywater.bonfirehub.com and initiate the questions electronically through the Vendor Discussions feature. If Respondent is unable to register in EUNA, send an email to

purchasing@tampabaywater.org. All questions received prior to the Pre-Proposal Conference will be discussed at the Pre-Proposal Conference. Tampa Bay Water will accept additional written inquiries via the Vendor Discussion feature in EUNA (preferred method) or at the email address above until **5:00 p.m. EDT on October 27, 2026.** Additional information, if any, will be provided to all Respondents via a written addendum through EUNA.

6. SIGNATURE PAGE AND AUTHORIZED SIGNATURES FORM

The Signature Page and Authorized Signatures Form (see Part V Proposal Forms) and any additional Proposal Forms requiring a signature must be signed by an individual with authority to sign on behalf of the Respondent. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Proposal.

7. SAMPLE CONTRACT AND CONTRACT TERM

Respondents shall review the attached draft Sample Contract that Tampa Bay Water will utilize to secure the services described herein in its entirety. As part of the submittal package, Respondent will provide a written statement accepting the terms and conditions of the Contract "as is" with no modifications or provide comments or requests for modifications for Tampa Bay Water's consideration. Tampa Bay Water reserves the right to reject the Respondent's comments and further reserves the right to make modifications to the draft Sample Contract before finalizing an agreement with the successful Proposer. Time is of the essence; therefore, Respondent should be prepared to execute the Contract in a timely manner upon selection in order to begin the work required within the timeframe established.

8. COMPLIANCE WITH LAWS

The successful Proposer shall comply with all local, State, and Federal statutes, regulations, directives and orders as applicable to the services provided and offered to Tampa Bay Water.

9. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES LIST

A. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Respondent acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract, provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Respondent acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

C. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is

ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of $1 million or more. At the time of submission of a bid, proposal or reply for a contract or contract renewal for goods or services of $1 million or more, the company must certify that it is not on either such list and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

D. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of $1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in Business operations in Cuba or Syria.

E. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of one hundred thousand dollars ($100,000.00) or more if the awarded company is found to have or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

10. FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statues, Tampa Bay Water may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled or organized under the laws of a Foreign Country of Concern which includes the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

11. COMMUNICATIONS

Tampa Bay Water is committed to a fair, open process for interested parties to receive information about the Project and the competitive procurement process that Tampa Bay Water is using for selection of a Consultant and award of the Contract. All questions concerning this RFP and/or the procurement process must be directed electronically through EUNA on the Vendor Discussion page or submitted via email to purchasing@tampabaywater.org.

All inquiries are subject to distribution to all Respondents. Any contact with Tampa Bay Water staff, Board members, Tampa Bay Water Advisors (other than listed above), and other key Project stakeholders by a Respondent concerning any matter relating to this procurement is prohibited and is grounds for disqualification.

12. NOTIFICATION OF AWARD/RIGHT TO PROTEST

Tampa Bay Water will award the Contract to the highest-ranking, responsive, responsible, Proposer(s) deemed by the Selection Committee as most qualified to provide the services under the Contract included herein. The awarded Consultant must be registered to do business in the State of Florida. Information regarding registration can be found at the Florida Department of State, Division of Corporations website at http://dos.myflorida.com/sunbiz. Notification of Tampa Bay Water's decision regarding this solicitation will be posted on EUNA on-line and via link on Tampa Bay Water's website.

13. FAILURE TO FILE A PROTEST

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a 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. This includes, but is not

limited to, any objection to or protest of this RFP, notice of Award, the form and content of the Proposals and/or the actions of Tampa Bay Water.

14. ACCEPTANCE AND RIGHT OF REJECTION

Respondent understands that Proposals are to remain open for an acceptance period of one hundred twenty (120) days after the submittal due date for evaluation purposes. Tampa Bay Water reserves the right to reject all proposals.

15. EXECUTION OF CONTRACT/INSURANCE

The Respondent agrees upon receipt of the Notice of Award, and a final Contract, it shall execute and deliver to Tampa Bay Water two (2) original signed copies of the Agreement, and the Certificates of Insurance required herein, within ten (10) business days. Insurance documents as outlined in the attached Sample Contract must be received and approved prior to starting any service for Tampa Bay Water.

16. ADDITIONAL INFORMATION REQUIREMENTS

Prior to a recommendation for award, Tampa Bay Water will require the top ranked Proposer(s) to demonstrate qualifications to furnish the specified goods and/or services under the Contract. Proposers must be prepared to submit written information requested by Tampa Bay Water within five (5) business days of a request. Tampa Bay Water may review Proposer's prior experience, references and previous Contracts for similar goods and/or services. In addition, Tampa Bay Water may request the Proposer's: three (3) most recent years of audited financial statements; unaudited financial statements if audited statements are not available; Balance Sheets; Income Statements; Statements of Cash Flows; or other documents approved by Tampa Bay Water which establish the financial health of the Proposer. Financial statements provided to Tampa Bay Water should be prepared in accordance with US Generally Accepted Accounting Principles (GAAP). As an alternative method of providing financial assurance of the Proposer's ability to perform, Tampa Bay Water may consider a letter of credit issued by an acceptable surety in an amount sufficient to secure the Proposer's completion of the work.

17. PROJECT OR SCOPE OF WORK OVERVIEW

Tampa Bay Water will select up to nine (9) firms for As Needed Ecological Services. Many of these assignments arise from Tampa Bay Water's implementation of Water Use Permit Special Conditions. In order to manage workload variations (both within each year and from year to year), Tampa Bay Water has traditionally utilized outside consultants with particular experience and expertise for short-term assignments rather than acquiring additional staff. This has proven to be a cost-effective means of accomplishing the required work in a timely manner. Qualified submittals will be scored and ranked according to the scoring criteria provided in this RFP.

One (1) Contract will be reserved for a team with specialized qualifications in estuarine systems studies. Details regarding tasks included in this Contract are described in Part VI Scope of Work. One (1) Contract will be reserved for a team with specialized qualifications in Geographical Information System (GIS) implementation and remote sensing experience. Details regarding tasks included in this Contract are described in Part VI Scope of Work. The remaining seven (7) contracts are to be awarded to teams based on their qualifications in freshwater wetlands and surface water bodies, with specific services included in Part VI Scope of Work included in this RFP.

Respondents must specify in their Proposal which of the specialties or combination of specialties they prefer to be scored on, Freshwater Systems, Estuarine Systems and/or GIS and Remote Sensing. A primary firm may be awarded up to two contracts. The firm ranking highest in the total score for each of the Estuarine Systems and GIS and Remote Sensing categories will be awarded those reserved Contracts. The highest-ranking seven firms in total score will be awarded

the Freshwater Contracts. Should a firm be highest ranked in total score for Estuarine Systems, GIS and Remote Sensing, and within the top seven ranked firms for Freshwater Contracts, the firm may be given a choice of which two contracts they are awarded, or the two contracts they are awarded may be chosen by Tampa Bay Water.

18. TENTATIVE SCHEDULE

Below is the tentative schedule for this solicitation and award process. Respondents are asked to have key personnel available for Interviews/Presentations. Tampa Bay Water reserves the right to modify this schedule if needed due to operational commitments.

Event	**Date**	**Time**
Advertise Request for Proposal	10/5/26	9:00 am
Pre-Proposal Conference	10/22/26	10:00 am
Inquiries Due	10/27/26	5:00 pm
Addendum Published	10/30/26	5:00 pm
Submittals Due to Tampa Bay Water	11/13/26	10:00 am
Evaluation of Submittals	11/13/26 – 12/4/26	5:00 pm
Selection Committee Review Meeting	12/9/26	10:00 am
Interviews/Presentations (If required)	12/15/26	9:00 am
Contract Award at Board of Directors Meeting	2/15/27	9:30 am

PART II - ADDITIONAL CONDITIONS

1. ADDENDA

Tampa Bay Water reserves the right to revise or amend this RFP. Such revisions and amendments, if any, shall be announced by Addenda to this RFP. Copies of such Addenda shall be posted via link on the Tampa Bay Water website and through its on-line service EUNA at https://tampabaywater.bonfirehub.com. Proposal due date shall be at least five (5) working days after the last Addenda.

2. MINOR IRREGULARITIES

Tampa Bay Water reserves the right to either; 1) waive any minor irregularities or clerical errors which are not material to the RFP or which do not prejudice other Respondents; or 2) to reject any and all Proposals submitted as non-responsive. Conditional Proposals or those which take exception to any provision of the RFP may be considered non-responsive and may be rejected.

3. PUBLIC RECORDS

A. Respondent, by submitting a Proposal, acknowledges that the Proposal is a public record subject to public review. Further, Respondent acknowledges Tampa Bay Water's legal obligation in accordance with Chapter 119, Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Respondent establishes its right to a public records exception. It is the responsibility of the Respondent alone to establish its right to any such exception. Under no circumstances will Tampa Bay Water be responsible or liable to a Respondent or any other party as a result of disclosing any such information or materials.

B. Respondent may clearly mark each page of the Proposal that contains trade secrets or other confidential commercial or financial information which the Respondent believes should not be disclosed outside of Tampa Bay Water. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Respondents are informed that Tampa Bay Water is subject to the Florida Public Records and Sunshine Laws.

C. Respondent, by submitting a Proposal acknowledges and agrees that if awarded a Contract as a result of this Proposal the following conditions will be made a part of the Contract.

- Consultant must keep and maintain all public records required by Tampa Bay Water to perform services under the Contract.
- Upon request from Tampa Bay Water's custodian of public records, Consultant shall provide Tampa Bay Water with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 110, Florida Statutes, or as otherwise provided by law.
- Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to Tampa Bay Water.
- Upon completion of the Contract, Consultant shall transfer, at no cost, to Tampa Bay Water all public records in the possession of the Consultant, or keep and maintain public records required by Tampa Bay Water to perform the services under the Contract. If the Consultant transfers all public records to Tampa Bay Water upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Tampa Bay Water, upon request from Tampa Bay

Water's custodian of public records, in a format that is compatible with the information technology systems of Tampa Bay Water.

4. OWNER'S RIGHTS

Tampa Bay Water reserves the right, in its sole and absolute discretion, to:

A. Amend, suspend, or terminate this RFP;
B. Revise and modify, at any time prior to the Submittal Due Date, factors it will consider in evaluating Proposals and to otherwise revise its evaluation methodology;
C. Seek additional relevant information and clarification regarding any Respondent's qualifications to perform the work and to determine whether a Respondent is deemed responsive and responsible based on that information;
D. Extend dates, time periods or deadlines in this RFP;
E. Reject any and all Proposals in whole or in part which are non-conforming, non-responsive, or conditional Proposals;
F. Waive minor deficiencies, informalities, irregularities or defects;
G. Suspend and/or terminate this procurement process at any time;
H. Reissue the same RFP or a different Solicitation for this project;
I. Hold meetings and conduct discussions and issue correspondence with one or more of the Respondents to seek an improved understanding and evaluation of the Proposals;
J. Use assistance of outside advisors 9e.g., technical, financial, procurement and legal advisors) in the evaluation process;
K. Accept Proposals that in its judgment will be in the best interest of Tampa Bay Water;
L. Suspend, discontinue and/or terminate negotiations at any time prior to the actual authorized execution of a Contract by all parties;
M. Tampa Bay Water expressly reserves the right to exercise all rights available to it under this Section and other Provisions of applicable Florida law pertaining to this RFP without incurring any liability for costs, expenses or damages of any nature whatsoever suffered or incurred by any Respondent, team member or any other person.

5. DISQUALIFICATION/REJECTION

Without limiting the foregoing, Tampa Bay Water may disqualify and reject any Respondent (including its sub-consultants, affiliates, partners and parent organizations) that:

A. Fails to include information in its Proposal required by this RFP;
B. Engages in conduct prohibited by this RFP;
C. Fails to obtain Tampa Bay Water's consent for any action when required by this RFP;
D. Is involved in pending litigation concerning Tampa Bay Water or its Member Governments;
E. Submits false or misleading information in its Proposal;
F. Has a conflict of interest;
G. Fails to disclose any information which, if disclosed, would materially adversely affect Tampa Bay Water's evaluation of the Proposal; or
H. Otherwise fails to comply with or breaches any material requirement of this RFP.

Respondents are hereby notified that Section 287.0571, Florida Statutes, requires that Tampa Bay Water may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6. PROPOSAL COSTS AND EXPENSES

All costs and expenses incurred by a Respondent, or any person working on behalf of a Respondent, in connection with the RFP, including the preparation and submission of a Proposal, providing additional information, attendance at meetings, presentations or interviews, and any other actions taken by a Respondent in response to the RFP shall be the sole responsibility of the Respondent. Tampa Bay Water and its agents, officers and directors shall have no responsibility

or liability for any costs, damages or expenses incurred by Respondent, team members or any other person as a result of this RFP.

7. NON-BINDING

The issuance of this RFP does not bind or obligate Tampa Bay Water to enter into a Contract with any person or legal entity, no does the RFP constitute an offer to enter into a Contract with any person or entity. Tampa Bay Water and its agents and representatives are not liable for any delays, interruptions, failure or irregularities in sending or receipt of any communications or submissions, or for the loss, misdirection or corruption of any such communication by Respondent with Tampa Bay Water. Respondent is solely responsible for meeting all deadlines and submission requirements of this RFP.

8. NONCONFORMING

Proposal may be deemed nonconforming if it contains omissions, erasures, alterations, or additions of any kind is obviously unbalanced, or if it in any manner fails to conform to the requirements provided for herein.

9. NON-COLLUSION

The Respondent declares that the only person(s) or party(s) interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that is made without collusion with any official of Tampa Bay Water and that the Proposal is made without any connection or collusion with any person submitting another Proposal on the Contract included herein. By submitting a Response to this RFP, Respondent also represents that its Proposal has been prepared without collusion or fraud and in fair competitions with other Respondents, without any restraint on free competition, and acknowledges that Tampa Bay Water is acting in reliance upon that representation.

10. EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Respondent acknowledges it has registered with and utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Respondent. The Respondent must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Respondent enters into a Contract with a subcontractor, the subcontractor must provide the Respondent with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Respondent shall maintain a copy of this affidavit for the duration of the Contract.

11. ANTI-HUMAN TRAFFICKING

In accordance with Section 787.06, Florida Statutes, the Respondent must provide Tampa Bay Water with an affidavit regarding Human Trafficking. Respondent attests, under penalty of perjury, that Respondent does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

12. AFFIDAVIT FORM

The affidavit included herein must be completed by the Respondent and included in the submittal provided to Tampa Bay Water in response to this RFP. This affidavit will attest that the Respondent 1) has made this Proposal without collusion with an official of Tampa Bay Water and without any connection or collusion with any person submitting another Proposal on the Contract included herein; 2) does not employ, contract with, or subcontract with an unauthorized alien; and 3) does not use coercion for labor or services, as detailed in the above sections for Non-Collusion, Employee Verification and Human Trafficking.

13. PREPARATION AND REVIEW

Respondent is solely responsible for conducting their own independent research and due diligence in the preparation of a Proposal and the subsequent delivery of services under the Contract.

PART III - PROCESS AND EVALUATION INFORMATION

1. REQUEST FOR PROPOSAL PROCESS

It is Tampa Bay Water's intention to solicit responses from potentially qualified Respondents. Proposers will be selected based on qualifications and project approach in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes. Submittals will be scored and ranked according to the Scoring Criteria. To evaluate the Proposals, the committee may consider both written submittals and if deemed necessary interviews/presentations. Tampa Bay Water will evaluate all qualifying Proposals. Tampa Bay Water reserves the right to request additional information and clarification of any information submitted.

2. PROPOSAL EVALUATION PROCESS

Proposals will be evaluated by a Tampa Bay Water Selection Committee in accordance with the Sunshine Law. The Selection Committee members will score the Proposals based on the Scoring Criteria below. The Purchasing Representative will compile the scores. Based upon compiled scores, the Proposers will be ranked, and a short list prepared of the top ranked Proposers. The ranking will be posted on-line via EUNA and via link on Tampa Bay Water's website. If applicable, short-listed Proposers will be contacted by Purchasing and scheduled for the interview portion. If held interviews will be noticed and held in accordance with the Sunshine Law and will be used to clarify Proposal elements or for future discussion. Proposers participating in this phase will be provided with interview information.

Written Submittal and interview presentations may be considered to determine the best overall qualified Proposer to be recommended to the Board of Directors for award. A Notice of Intent to Negotiate and Award with the top recommended Proposer will be posted on EUNA and via link on Tampa Bay Water's website. Should Tampa Bay Water's representative fail to negotiate satisfactorily with the Proposer determined to be the most qualified under a compensation arrangement which Tampa Bay Water considers to be fair, competitive and reasonable, negotiations with such Proposer shall be terminated and the authorized Tampa Bay Water representative shall then begin negotiations with the second most qualified Proposer. Such negotiations shall continue as described above until Tampa Bay Water has exhausted the order of short-listed Proposers. Failing an agreement with such Proposers, Tampa Bay Water may select additional Proposers in order of competency and qualifications as indicated in the Proposal evaluations until a Contract is reached or Tampa Bay Water may modify or cancel the RFP or reissue the RFP. The initial scores of the written Submittals to determine ranking will be based upon the categories, points and criteria as noted below.

3. WRITTEN SUBMITTAL SCORING CRITERIA

The following written guidelines will be used in scoring submitted Proposals based on the total point value of the category.

Items A through G are the General Scoring Categories.

A. Project Management Experience – up to 15 pts. possible.
B. Previous Relevant Project Experience – up to 10 pts. possible.
C. Regional Ecologic and Hydrologic Knowledge – up to 15 pts. possible.
D. Statistical Analysis - 15 pts. possible.
E. Geographical Analysis (GIS) and Remote Sensing – up to 10 pts. possible.
F. Volume of Work Previously Awarded – up to 5 pts. possible.
G. Minority Status – 5 pts. possible.

A. Project Management Experience (15 points) (Submittal Section 7)

Score	Criteria
1 – 5	The designated project manager has demonstrated limited experience managing long-term ecological monitoring, analysis, and reporting projects. Evaluation would include but would not be limited to one (1) to four (4) years of experience as a project manager, limited experience with large wellfield monitoring programs, as well as responsiveness to scope, fee, and timeliness of work done.
6 – 10	The designated project manager has demonstrated some experience managing long-term ecological monitoring, analysis, and reporting projects. Evaluation would include but would not be limited to five (5) to eight (8) years of experience as a project manager, some to considerable experience with large wellfield monitoring programs, as well as responsiveness to scope, fee, and timeliness of work done.
11 – 15	The designated project manager is directly employed by the prime consulting firm, has demonstrated extensive experience managing long-term ecological monitoring, analysis, and reporting projects. Evaluation would include but would not be limited to nine (9) or more years of experience as a project manager, extensive experience with large wellfield monitoring programs, as well as responsiveness to scope, fee, and timeliness of work done.

B. Previous Relevant Project Experience (10 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 3	The project team's breadth of experience, as well as quality and timeliness of performance on the types of past or current projects expected to be assigned under this as-needed contract, is limited. Known deficiencies in quality of work or timeliness may exist.
4 – 6	The project team's breadth of experience, as well as quality and timeliness of performance on the types of past or current projects expected to be assigned under this as-needed contract, is somewhat demonstrated. No known deficiencies in quality of work or timeliness exist.
7 – 10	The project team's breadth of experience, as well as quality and timeliness of performance on the types of past or current projects expected to be assigned under this as-needed contract, is very well demonstrated. No known deficiencies in quality of work or timeliness exist.

C. Regional Ecologic and Hydrologic Knowledge (15 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 5	Designated personnel have demonstrated limited experience working in the Tampa Bay Region (or ecologically similar regions) wetland plant communities and/or have limited expertise in the analysis of the relations between wetland ecology and surface and subsurface hydrology, and between ecologic parameters and anthropogenic disturbance (i.e., impacts).
6 – 10	Designated personnel have demonstrated some experience working in the Tampa Bay Region (or ecologically similar regions) wetland plant communities and/or have some expertise in the analysis of the relations between wetland ecology and surface and subsurface hydrology, and between ecologic parameters and anthropogenic disturbance (i.e., impacts).
11 – 15	Designated personnel have demonstrated extensive experience working in the Tampa Bay Region (or ecologically similar regions) wetland plant communities and/or have extensive expertise in the analysis of the relations between wetland ecology and surface and subsurface hydrology, and between ecologic parameters and anthropogenic disturbance (i.e., impacts).

D. Statistical Analysis (15 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 5	Designated personnel have demonstrated limited experience performing analyses using raw ecological and hydrological data to make defensible, scientifically valid conclusions.
6 – 10	Designated personnel have demonstrated some experience performing analyses using raw ecological and hydrological data to make defensible, scientifically valid conclusions.
11 – 15	Designated personnel have demonstrated extensive experience performing analyses using raw ecological and hydrological data to make defensible, scientifically valid conclusions.

E. Geographical Analysis (GIS) and Remote Sensing (10 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 3	Designated personnel have demonstrated limited experience in preparing maps and using GIS to perform analyses on ecological and hydrological data and display the results in geographic perspective. No mapping examples are provided, or examples provided do not meet Tampa Bay Water's mapping standards.
4 – 6	Designated personnel have demonstrated some experience in preparing maps and using GIS to perform analyses on ecological and hydrological data and display the results in geographic perspective. Examples of previous work are provided and demonstrate sufficient geospatial capabilities that meet our agency's mapping standards.
7 – 10	Designated personnel have demonstrated extensive experience in preparing maps and using GIS to perform analyses on ecological and hydrological data and display the results in geographic perspective. Examples of previous work are provided and demonstrate advanced geospatial capabilities that meet or exceed our agency's mapping standards.

F. Volume of Work Previously Awarded (5 points)

Prime consultant has received payments for work on a Contract, Assignment, Task, or Purchase Order from Tampa Bay Water within last two (2) completed fiscal years through to current date. Tampa Bay Water will make this assessment based on its financial records. The points are distributed as follows:

Score	Criteria
5	$0-$200,000 – five (5) points available
4	$200,001-$400,000 – four (4) points available
3	$400,001-$600,000 – three (3) points available
2	$600,001-$800,000 – two (2) points available
0	Exceeding $800,001 – zero (0) points available

G. Minority Status (5 points)

Certified Minority Business Enterprise documents are to be submitted with the Proposal. Certification must be current at time of submittal and issued by a nationally recognized agency such as National Minority Supplier Development Council (NMSDC), Women's Business Enterprise Network Council (WBENC) or their respective state office or affiliate. Certificates are also acceptable if issued by the Florida Office of Supplier Diversity (OSD) or one of Tampa Bay Water's Member Governments.

Score	Criteria
0	Prime is not certified, or documents are not in conformance with these instructions.

5	Prime submits proper MBE Certification current at the time of Submittal and in accordance with Part III, Section 3.G of this RFP. MBE is defined by the Florida Statute 288.703. No MBE points for sub-contractors will be awarded.

Total possible points for General Scoring Categories: 75

Items H through K are the Freshwater Systems Categories.

H. Environmental Permitting – up to 10 pts. possible.
I. Environmental Mitigation and Restoration – up to 15 pts. possible.
J. Environmental Monitoring – up to 15 pts. possible.
K. Land Management Services – up to 15 pts. possible.

H. Environmental Permitting (10 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 3	Designated personnel have limited work experience and expertise in environmental permitting preparation and compliance.
4 – 6	Designated personnel have some work experience and expertise in environmental permitting preparation and compliance.
7 – 10	Designated personnel have extensive work experience and expertise in environmental permitting preparation and compliance.

I. Environmental Mitigation and Restoration (15 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 5	Designated personnel have limited work experience and expertise in environmental mitigation and restoration of wetland types found in the Tampa Bay Region.
6 – 10	Designated personnel have some work experience and expertise in environmental mitigation and restoration of wetland types found in the Tampa Bay Region.
11 – 15	Designated personnel have extensive work experience and expertise in environmental mitigation and restoration of wetland types found in the Tampa Bay Region.

J. Environmental Monitoring (15 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 5	Designated personnel have limited work experience and expertise in the design, implementation, and evaluation of environmental (ecological and hydrological) monitoring programs, with extra consideration given for work involving large wellfields.
6 – 10	Designated personnel have some work experience and expertise in the design, implementation, and evaluation of environmental (ecological and hydrological) monitoring programs, with extra consideration given for work involving large wellfields.
11-15	Designated personnel have extensive work experience and expertise in the design, implementation, with extra consideration given for work involving large wellfields.

K. Land Management Services (15 points) (Submittal Sections 7, 8, & 9)

Score	Criteria
1 – 5	Designated personnel have limited experience in tasks such as exotic species treatment and removal, control burns, fence and gate maintenance, mowing, planting, erosion repair and other land management related tasks.
6 – 10	Designated personnel have some experience in tasks such as exotic species treatment and removal, control burns, fence and gate maintenance, mowing, planting, erosion repair and other land management related tasks.

11 – 15	Designated personnel have extensive experience in tasks such as exotic species treatment and removal, control burns, fence and gate maintenance, mowing, planting, erosion repair and other land management related tasks.

Total possible points for Freshwater Systems Categories = 55

Item L is the only Estuarine Systems Category.
L. Estuarine Systems – up to 20 pts. possible.

L. Estuarine Systems (20 points) (Submittal Sections 7, 8, & 9)

- Water quality monitoring in riverine and estuarine systems, including real-time monitoring;
- Statistical analyses and modeling;
- Hydrodynamic and water quality modeling in riverine and estuarine systems;
- Assessment of water quality standards, TMDLs and environmental flow requirements;
- Monitoring assessment of watershed changes;
- GIS analyses and application for watershed monitoring and assessment.

Score	Criteria
1-5	Designated personnel have no or limited experience and expertise with the estuarine systems evaluation criteria.
6-10	Designated personnel have some experience and expertise with the estuarine systems evaluation criteria.
11-15	Designated personnel have considerable experience and expertise with the estuarine systems evaluation criteria.
16-20	Designated personnel have extensive and exceptional experience and expertise with the estuarine system evaluation criteria.

Total possible points for Estuarine Systems Category = 20

Items M and N are the GIS and Remote Sensing Categories.
M. GIS Experience with Environmental Data – up to 15 pts. possible.
N. Remote Sensing – up to 10 pts. possible

M. GIS Experience with Environmental Data (15 points) (Submittal Sections 7, 8, & 9)

- GIS mapping, data migration and conversion, geospatial and geostatistical analysis;
- Geodatabase schema development, creation, and integration;
- Development of custom spatial applications and toolsets for Desktop or Cloud-based environments;
- Integration and manipulation of Enterprise geodatabases for data storage, analysis, and visualization in support of GIS applications, including the AGOL environment.

Score	Criteria
1 – 5	Designated personnel have limited experience and expertise with the GIS Experience with Environmental Data evaluation criteria. No mapping examples are provided, or examples provided do not meet Tampa Bay Water's mapping standards.
6 – 10	Designated personnel have some experience and expertise with the GIS Experience with Environmental Data evaluation criteria. Examples of previous work are provided and demonstrate sufficient geospatial capabilities that meet our agency's mapping standards.
11 – 15	Designated personnel have extensive experience and expertise with the GIS Experience with Environmental Data evaluation criteria. Examples of previous work

	are provided and demonstrate advanced geospatial capabilities that meet or exceed our agency's mapping standards.

N. Remote Sensing (10 points) (Submittal Sections 7, 8, & 9)

- Image processing and manipulation, including tiling, mosaicking, compression, georegistration, and time-enabled imagery services;
- Imagery analysis, including feature extraction, NDVI extraction, change detection, supervised and unsupervised classification, and spectral analysis of multi- and hyperspectral data.

Score	Criteria
1 – 3	Designated personnel have limited experience and expertise with the Remote Sensing evaluation criteria.
4 – 6	Designated personnel have some experience and expertise with the Remote Sensing evaluation criteria.
7 – 10	Designated personnel have extensive experience and expertise with the Remote Sensing evaluation criteria.

Total possible points for GIS and Remote Sensing Categories = 25

Items O, P, and Q are the Totals Categories.

O. Total Score – Freshwater Systems
Freshwater Systems will represent the total of the General categories and Freshwater Systems categories, for a total of up to 130 points.

P. Total Score – Estuarine Systems
Estuarine Systems will represent the total of the General categories and the Estuarine Systems category for a total of up to 95 points.

Q. Total Score – GIS and Remote Sensing
GIS and Remote Sensing will represent the total of the General categories and the GIS and Remote Sensing categories for a total of up to 100 points.

4. TIE SCORES

In case of a tie in either the written or interview phase, the MBE/WBE certification shall be the first tie breaker. If both Proposers qualify for the MBE Certification points, the Volume of Work score will be the second tie breaker and the Proposer with the lowest volume of payments shall be deemed the highest scoring Proposer. The third tie breaker will be the highest compiled score in the highest weighted category. Category scores will be compared in descending order until the tie is broken.

PART IV - PROPOSAL SUBMITTAL REQUIREMENTS AND FORMAT

1. INSTRUCTIONS TO RESPONDENTS

The Respondent's Proposal must be submitted in accordance with these instructions. Failure to follow these instructions could be cause for rejection of the Proposal. Submittals should be tabbed and divided in accordance with the sections outlined below for ease of review. Submittals must be in a font no smaller than 11 point and adhere to the page limits set forth herein. Proposals may be two-sided and each side of type size 8 ½" by 11" will equal one page.

PROPOSALS MUST INCLUDE THE FOLLOWING INFORMATION:

Section 1 – Transmittal Letter (limit 2 pages)

- Name and address of Respondent and the contact individual authorized to execute Contracts with Tampa Bay Water.
- Briefly describe Respondent's history, ownership, organizational structure, location of headquarters and other facilities.
- For the office which will service the Tampa Bay Water account, provide the office location, number of staff and managerial personnel assigned to this location and activities performed at this location. Identify those staff who would be assigned to this task.
- Describe the type of services provided by Respondent, types of clients and length of time in the industry. Provide contact information for the project manager. Provide an overview of the Proposer's service capabilities.
- Complete the following Proposal Forms provided in Part V and include in this section. (Forms are not included in page counts.)
    - Addenda Acknowledgment Form
    - Signature Page and Authorized Signatures Form (Note: A notarized power-of-attorney must accompany the Signature Page in this section if the signer is not an officer or partner of the company.)
    - Affidavit Form

Section 2 – Contract Document (limit 2 pages)

- Provide a written statement accepting the terms and conditions of the attached Sample Contract "as is" with no modifications or provide comments for consideration. Tampa Bay Water reserves the right to reject any requests for modification.
- Tampa Bay Water has need of a team specializing in Estuarine Systems investigations and a team specializing in GIS and Remote Sensing Services. The scoring methodology has been designed to select one firm to satisfy each of these requirements. The remaining seven (7) Contracts will go to the top-ranked firms for Freshwater Systems experience. Firms may elect to be considered for one or more of these contracts: Estuarine Systems, GIS and Remote Sensing, and Freshwater Systems. Top-ranked firms may be offered up to two contracts in different categories. Provide a statement to answer these questions concerning the Contract(s) your firm is pursuing:
    - Do you wish to be scored for a Freshwater Systems Contract? _____
    - Do you wish to be scored for the Estuarine Systems Contract? _____
    - Do you wish to be scored for the GIS and Remote Sensing Contract? _____

Section 3 – Disclosures and Conflict of Interest (limit 2 pages)

Provide the following statements/clarifications:

- State that Respondent is not currently in violation of any regulatory rules and regulations that may have an impact on the Respondent's operations.
- Describe any past, pending or threatened litigation or regulatory action involving Ecological Services provided by the Respondent or indicate if none are known to exist.

- State that the offer has been prepared independently without consultation or communication with any other Respondent for the purpose of restricting competition.
- Disclose any potential conflict of interest which would adversely affect the Respondent's ability to provide fair, loyal and competitive services to Tampa Bay Water. Such disclosures shall include, but not be limited to the Respondent's contractual obligations, property interests or clientele relationship or the property interests, contractual obligations or relationships of the Respondent's principals, officers, directors, employees or agents which are directly or indirectly related to Tampa Bay Water and its operations.
- Identify current and previous (past 5 years) contractual relationships with Tampa Bay Water, the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), any of Tampa Bay Water's Member Governments and characterize any related potential conflicts of interest.

Section 4 – MBE Certification (limit 2 pages)

Attach evidence of Minority Business Enterprise Certification or state that Respondent has no Certification.

Section 5 – Organizational Chart (limit 2 pages)

- Include a chart graphic showing Project member names, firm, and role within the Project.
- Include a list of the Project members, title, firm and role, and a more detailed description of their Project tasks and responsibilities. This should include all key team members and sub-consultants/specialists.

Section 6 – Project Team Availability (limit 2 pages)

Provide the availability of the Project team and the location of their primary office. Indicate who the main contact with Tampa Bay Water for the project will be.

Section 7 – Project Manager (limit 3 pages) (Scoring Criteria A, C, D, L, M, N)

Identify the following information for key team members to establish Project management ability:

- Name
- Title/Position
- Education
- Licenses, Registrations, Certifications, Professional Affiliations
- Years of Relevant Experience
- Responsibilities (nature/title of typical Project assignment)
- Example tasks of representative Projects for the last five (5) years. Limit relevant Projects to three (3) examples. Examples shall not include Tampa Bay Water Projects or Tampa Bay Water staff references.
- Resume of Project Manager to be included in this section. Resumes are not included in the page limit, and therefore, no page limit for resumes will be imposed.

Section 8 – Team Qualifications (limit 6 pages) (All Scoring Criteria except F & G)

Identify the following information for key team members to establish Project-related expertise:

- Name
- Title/Position
- Licenses, Registrations, Certifications, Professional Affiliations
- Years of relevant experience
- Responsibilities (nature/title of typical Project assignment)
- Example tasks of representative Projects for the last five (5) years. Limit relevant projects to four (4) examples. Examples shall not include more than two (2) Tampa Bay Water Projects or Tampa Bay Water staff references.

- Resumes of Key Team members. Resumes are not included in the page limit, and therefore, no page limit for resumes will be imposed.

Section 9 – Similar Work Experience (limit 12 pages) (All Scoring Criteria except F & G)

Discuss team qualifications with respect to work similar to the tasks expected under the applicable contracts. Refer to Part VI, Scope of Work for examples of expected tasks. Highlight portions of up five (5) of the projects described under Sections 7 and 8 above. You may discuss applicable work performed under no more than two (2) Tampa Bay Water projects, with the remainder coming from non-Tampa Bay Water project. Please include the following information for each of the examples.

- Client Name
- Project Name
- Approximate Dates
- Contract Value
- Names of project members and their roles and services provided
- Short Project Description
- Was the project completed on schedule? If the project had an early finish, explain the timeliness or if a late finish, explain any delays.
- Was the project completed within budget? Explain reasons for savings or overages.

PART V - PROPOSAL FORMS

ADDENDA ACKNOWLEDGMENT FORM

The Respondent acknowledges that they have received Addenda Number(s):

Number	Addendum Title	Respondent Initials
Number	Addendum Title	Respondent Initials
Number	Addendum Title	Respondent Initials

Respondent shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed Contract Forms, and the Respondent further agrees that its Proposal is submitted after consideration of said addenda.

SIGNATURE PAGE
This page must be completed and included in Section 1 of the Submittal.

_____
Firm Name

_____
Firm Address

_____
Authorized Signature

_____
Print Name

_____
Phone Number

_____
Email Address

AUTHORIZED SIGNATURES FORMS

Complete the applicable form for An Individual Acting in His Own Right, A Partnership, A Corporation, or a Limited Liability Corporation (LLC), according to firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, acting in an individual capacity. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR PARTNERSHIP

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ ___, who is a partner on behalf of _____, a partnership. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

FOR A CORPORATION OR A LIMITED LIABILITY CORPORATION

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ _____, who is _____ (Title) of _____ _____ (Corporation Name) a corporation under the laws of the State of _____, on behalf of the said corporation.. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

_____
Notary Public Signature

_____
Print Name

My Commission Expires: (AFFIX NOTARY SEAL)

PART VI - SCOPE OF WORK

The following technical specifications must be met to be considered as responsive to this RFP.

Tampa Bay Water will select up to nine (9) firms for three-year contracts, with two, one-year renewal options for As-Needed Ecological Services. Firms may be awarded up to two contracts. Firms selected for this service will be utilized on a task order basis for a variety of projects. In any given year, a variety of short-term needs arise that require Tampa Bay Water to timely respond to issues concerning environmental/ecological investigations and regulatory compliance.

One (1) of these as-needed contracts will be reserved for a team with specialized qualifications in estuarine systems studies. Tasks may include:

- water quality monitoring in riverine and estuarine systems, including real-time monitoring,
- statistical analyses and modeling,
- hydrodynamic and water quality modeling in riverine and estuarine systems,
- assessment of water quality standards, TMDLs and environmental flow requirements,
- monitoring and assessment of watershed changes, and
- GIS analyses and applications for watershed monitoring and assessment.

An additional one (1) of the as-needed contracts will be reserved for a team with qualifications in Geographical Information System (GIS) implementation and remote sensing experience. Tasks may include:

- geodatabase creation and maintenance for wetland data,
- management of large environmental databases including development of custom query and reporting functions,
- GIS mapping and geostatistical analysis of wetland data,
- development of custom spatial applications and toolsets for Desktop or Cloud-based GIS environments,
- aerial/satellite photography processing, georeferencing of imagery, and
- analysis of aerial/satellite imagery including change detection and classification of multi- and hyper-spectral data.

The remaining seven (7) as-needed contracts to be awarded to teams based on their qualifications in freshwater wetlands and surface water bodies, with specific services such as:

- development and assessment of environmental monitoring programs,
- wetland/lake field evaluations and data analyses,
- minimum flows and levels evaluations,
- report preparation,
- remote sensing technique assessment,
- mitigation/restoration design and implementation,
- ecological and/or hydrological monitoring,
- statistical, geographical, and/or spatial analyses,
- environmental resource and water use permitting assistance,
- source water protection, and
- land management services.

Many of these assignments arise from Tampa Bay Water's implementation of Water Use Permit Special Conditions. In order to manage workload variations (both within each year and from year to year), Tampa Bay Water has traditionally utilized outside consultants with particular experience and expertise for short-term assignments rather than acquiring additional staff. This has proven to be a cost-effective means of accomplishing the required work in a timely manner. Qualified submittals will be scored and ranked according to the scoring criteria provided in this RFP.

PART VII - SAMPLE CONTRACT

Respondents please note that this Contract is a sample and is intended to provide an opportunity to review the contents and specifically the terms and conditions, and associated bonds and anticipated insurance requirements based on current cost estimates. There may be references to specific Attachments and/or Exhibits that are intended to be or may be incorporated into the final Contract depending on negotiated final scope of work and fees for specific services that are NOT present in this sample. In addition, Tampa Bay Water reserves the right to make modifications to the draft Sample Contract before finalizing an agreement with the successful Proposers.

CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

This Contract for As Needed Professional Services is made this _____ day of _____, 202__, by and between **Tampa Bay Water**, **A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes ("Tampa Bay Water"), and _____ _____ ("Consultant"), a corporation in the State of _____ and authorized to do business in the State of Florida.

W I T N E S S E T H:

WHEREAS, Tampa Bay Water desires to retain Consultant to provide certain As Needed Ecological Services; and

WHEREAS, Tampa Bay Water has selected Consultant in accordance with Tampa Bay Water's procurement policy, and applicable provisions of Florida Law; and

WHEREAS, Consultant agrees to provide the as needed professional services based upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the premises set forth above, and of the mutual promises set forth below, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS

The following terms as used in this Contract shall have the following meanings:

- Contract - This written document, as it may be amended from time to time as provided for herein.
- Law - All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services.
- Services - The services as provided for in Exhibit A, as well as any and all obligations, duties, and responsibilities required of Consultant pursuant to this Contract. The term "Services" shall also include all Additional Services which are subsequently authorized in writing by Tampa Bay Water.
- Assignment - An order for services or tasks to be performed within the scope of the Contract herein or specified further in the Assignment.
- Additional Services – Subject to Section 2.E. hereof, any services that are authorized in writing by Tampa Bay Water subsequent to the execution an amendment to this Contract as provided for herein.
- Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by Consultant to perform or provide any portion of the Services required hereunder.

2. ENGAGEMENT OF AS NEEDED SERVICES

Tampa Bay Water hereby contracts with Consultant for Consultant to perform the Services, and Consultant hereby agrees to perform the Services upon the terms and conditions set forth in this Contract.

A. Consultant shall perform professional services, through each Assignment, which services shall consist of providing consultation and advice in connection with various projects involving As-Needed Ecological Services and related fields of science, studies, and investigations. The location for the performance of these services is primarily the three (3) Florida counties of Pasco, Pinellas, and Hillsborough.

B. Tampa Bay Water shall set forth and authorize each Assignment in writing and describe specifically the tasks to be performed, the duration of the Assignment, the required work product, and the fee for such services rendered. Any compensation for services negotiated between Tampa Bay Water and Consultant, as to any particular Assignment, shall be based upon the schedule of fees set forth in Exhibit A which is attached hereto and made a part hereof ("Fee Schedule"). Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed through the term of this Contract. Notwithstanding anything herein to the contrary, the total amount of Assignments, including Additional Services and expenses, under this Contract shall not exceed $_____.

C. Consultant's obligations under this Contract are included and incorporated in each Assignment. Consultant's failure to perform under any Assignment shall constitute a failure to perform and carry out Consultant's obligations under this Contract.

D. With respect to each Assignment issued hereunder, unless expressly excluded in the particular Assignment, the following basic services shall be included and provided by Consultant, in addition to those specified in the particular Assignment.

i. Consult with Tampa Bay Water to clarify and define Tampa Bay Water's requirements relative to each Assignment and obtain and review all available data.

ii. Advise Tampa Bay Water if there is a need for Tampa Bay Water to provide or obtain special services from others, and/or additional data required in connection with each Assignment (which services and data Consultant is not to provide hereunder, but which Consultant may utilize in performing services hereunder), and act upon Tampa Bay Water's written request, as Tampa Bay Water's representative in connection with any such services or additional data to be provided by others.

iii. Prepare and furnish one (1) copy of completed deliverables to Tampa Bay Water and, if requested by Tampa Bay Water, present them in person for review with Tampa Bay Water. Additional copies may be requested by Tampa Bay Water based on specific Assignment.

iv. Consultant agrees that to the extent any particular Assignment includes the involvement of Consultant with a particular construction project identified in that Assignment, Consultant shall review Tampa Bay Water's applicable construction Contract forms, and the services required of Consultant under such Assignment. Unless otherwise expressly noted in the subject Assignment, the Assignment shall include all services required to be performed by the Consultant under the applicable Tampa Bay Water construction contract form, the relevant portions of which shall be made part of any such Assignment.

E. Additional Services related to an Assignment, but not described therein nor in Section 2 herein, shall be performed by Consultant upon written request of Tampa Bay Water. Such Additional Services shall be provided by Consultant for an additional fee as the parties may agree in writing prior to performance of such Additional Services.

F. In the performance of an Assignment, the hours Consultant is to work on any given day will be entirely within Consultant's control and Tampa Bay Water will rely upon Consultant to work such number of hours as is necessary to fulfill its duties and to perform the services required thereunder and hereunder with due diligence, to the bet of its ability and in a professional and competent manner. Provided, however, Tampa Bay Water shall not be liable for no be required to pay Consultant any overtime or other premium pay, unless such overtime or premium pay has been expressly approved in advance and in writing by Tampa Bay Water. Further, unless otherwise provided in the Assignment, each Assignment shall set forth a time schedule for the performance of the services required of Consultant thereunder, which time schedule Consultant hereby agrees to comply with. Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Contract.

G. In performing Services hereunder, Consultant shall comply with all federal, state, and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the Services. Tampa Bay Water shall pay the cost of obtaining any such permits. Provided, however, Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required of it hereunder.

3. TERM

This Contract shall commence on the date of execution and terminate three years therefrom. Tampa Bay Water, at its discretion, shall have the option to renew this Contract for an additional two (2) years, one (1) year at a time, or any portion thereof. This option shall be exercised in writing and will be exercised only if agreeable to both parties. To the extent Consultant is required to continue performance under any Assignments, this Contract shall continue in full force and effect as to the services being provided under those Assignments.

4. TERMINATION

This Contract may be terminated as provided for herein. No Assignments may be issued after written notice of termination by either party.

A. This Contract may be terminated by Tampa Bay Water without cause upon thirty (30) days written notice to Consultant in accordance with Section 15.E of this Contract. In the event Tampa Bay Water exercises its rights under this section, Consultant shall continue to perform in accordance with all previously issues Assignments, except to the extent Consultant is directed by Tampa Bay Water in the termination notice to ease the performance of services under any or all such previously issued Assignments. This Contract may be terminated by Consultant without cause upon sixty (60) days written notice to Tampa Bay Water in accordance with Section 15.E of this Contract, unless Tampa Bay Water terminates this Contract without cause prior to the expiration of this sixty (60) day period. In the event Consultant exercises its rights under this section, Consultant shall continue to perform in accordance with all previously issued Assignments, except to the extent Consultant is directed by Tampa Bay Water in writing to cease the performance of services under any or all such previously issued Assignments.

B. In the event Tampa Bay Water terminates this Contract without cause, Consultant's sole and exclusive recovery against Tampa Bay Water shall be limited to that portion of Consultant's compensation earned through the date of termination, together with any costs reasonably incurred by Consultant that are directly attributable to the termination, but the Consultant shall not be entitled to any other or further recovery against Tampa Bay Water, including, but not limited to, anticipated fees or profit on services not required to be performed. Tampa Bay Water shall determine that portion of the fee earned for any incomplete Assignment based on the ratio of such part of the Assignment that has been completed relative to the entire Assignment. Any such determination shall be made in Tampa Bay Water' sole discretion.

C. Consultant shall be considered in material default of this Contract and such default shall be considered cause for Tampa Bay Water to terminate this Contract, in whole or in part, for any of the following reasons: (a) failure to begin services authorized under any particular Assignment within the time specified in that Assignment, or (b) failure to properly and timely perform the services required hereunder or as directed by Tampa Bay Water, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any laws, ordinances, regulations or other codes of conduct, or (e) Consultant fails or refused to allow public access to all public record documents and other records made

or received by Consultant in conjunction with this Contract, unless exempt under Florida law, or (f) Consultant otherwise materially breaches this Contract.

D. If Tampa Bay Water violates the provisions of this Contract, and if said violation continues for sixty (60) days after Consultant has delivered to Tampa Bay Water written notice of such violation, then Consultant may, without prejudice to any other right or remedy, terminate or cancel this Contract by giving Tampa Bay Water fourteen (14) days written notice of such termination or cancellation. In the event of any such termination by Consultant, Consultant's sole and exclusive rights and remedies against Tampa Bay Water shall be the same as and limited to those which are set forth in Section 4.A.

E. Notwithstanding the provisions of the Sections 4.C. and 4.D., this Contract will not terminate for cause if the party receiving the notice begins, within seven (7) days of receipt, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided said notice.

F. If, after notice of termination of this Contract as provided for in Section 4.C., it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Tampa Bay Water otherwise was not entitled to the remedies against Consultant provided for in Section 4.C., then any such termination for cause shall be deemed to be a termination without cause as provided for in Section 4.A., and Consultant's sole and exclusive remedies against Tampa Bay Water shall be the same as and limited to those afforded Consultant under Section 4.B.

G. Upon any termination of this Contract pursuant to Sections 4.A. or 4.C. and payment by Tampa Bay Water as required under those sections, Consultant shall deliver to Tampa Bay Water, within ten (10) days of such payment, all papers, drawings, models and other material prepared by and for Consultant with respect to these services. Upon any termination of this Contract pursuant to Section 4.B., Consultant shall deliver to Tampa Bay Water, within ten (10) days of Consultant's receipt of the termination notice, all papers, drawings, models and other materials prepared by or for Consultant for these services.

5. TAMPA BAY WATER RESPONSIBILITIES

A. With respect to each Assignment, Tampa Bay Water shall provide the applicable criteria and information of Tampa Bay Water's requirements and designate a person to act on its behalf on all matters concerning the Assignments issued under this Contract. Provided, however, except as otherwise expressly stated herein or in the applicable Assignment, no such representative is authorized on behalf of Tampa Bay Water to issue any Assignment or approve any change or amendment to this Contract or any Assignment unless in the best interest of Tampa Bay Water and due to causes or circumstances beyond the control of Consultant; and

B. With respect to each Assignment, Tampa Bay Water shall make available to Consultant studies, reports and other data available to Tampa Bay Water that is pertinent to the Assignment, as requested by Consultant, to the extent such items are in Tampa Bay Water's possession and Tampa Bay Water has actual knowledge of their existence and location. Notwithstanding anything herein to the contrary, Tampa Bay Water does not represent or warrant the accuracy or completeness of any such studies, reports and other data, unless it is expressly noted otherwise in writing on such study, report or other data.

6. DELEGATION OF AUTHORITY

Tampa Bay Water hereby delegates to its General Manager or their designee authority to approve and execute on behalf of Tampa Bay Water any Assignments, including any amendments to any Assignments, provided such Assignments and amendments thereto are not in conflict with any provision of this Contract.

7. COMPENSATION

A. Consultant is retained by Tampa Bay Water only for the purposes and to the extent set forth in this Contract, and its relationship with Tampa Bay Water shall, during the term of this Contract, be that of an independent contractor. Consultant shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Contract, to select the means and methods of performing such Services. In this regard, Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Contract or otherwise as being an employee or agent of Tampa Bay Water. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, county and municipal laws, ordinances and regulations required of an employer performing Services as herein contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and Tampa Bay Water shall not be responsible for collecting and/or paying withholding, FUTA. FICA or any other State or Federal taxes.

B. For a timely and proper performance of Services, Tampa Bay Water shall pay Consultant for services rendered hereunder according to the fee negotiated and incorporated into the applicable Assignment which shall comply with Tampa Bay Water Administrative Policy 650-15, a copy of which is attached hereto as Exhibit B. The Fee Schedule for Assignments made under this Contract is included as Exhibit A.

C. Consultant shall submit separate monthly statements in sufficient detail to allow a pre-audit and post-audit thereof for services rendered and allowable expenses incurred for each Assignment. Tampa Bay Water shall reimburse Consultant for travel expenses (subject to the "administrative limits" of Section 112.061, Florida Statutes, and Administrative Policy 650-15), provided Consultant (a) maintains and submits appropriate documentation substantiating the expense, (b) discloses that such claim is true and correct as to every material matter, and (c) honors a claim for refund by Tampa Bay Water should such reimbursement be in excess of the administrative limits.

D. Tampa Bay Water shall pay such charges, in accordance with the State of Florida Prompt Payment Act, when in receipt of a complete and correct statement provided (a) there has been progress satisfactory to Tampa Bay Water on the Assignment, and (b) Consultant has not violated this Contract or the Assignment terms.

E. The fee or other compensation to be paid to Consultant under any particular Assignment is to be based on Tampa Bay Water Administrative Policy 650-15 (Exhibit B), Consultant hereby certifies that the wage rates and other factual unit costs supporting such compensation shall be accurate, complete and current at the time such Assignment is executed. Further, Consultant acknowledges and agrees that any such compensation and any additions thereto shall be adjusted to exclude any significant sums by which Tampa Bay Water determines such compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustment may be made by Tampa Bay Water for up to one (1) year after the expiration or termination of this Contract.

F. Consultant's acceptance of final payment as to any particular Assignment shall constitute a full waiver of any and all claims for payment by Consultant against Tampa Bay Water arising out of

or relating to that Assignment, except those previously made in writing and identified by Consultant as unsettled at the time it submits its invoice for final payment under such Assignment. Neither the acceptance of Consultant's services hereunder nor any payment by Tampa Bay Water shall be deemed to be an acceptance of defective or incomplete services by Consultant or a waiver of any of Tampa Bay Water's rights or remedies against Consultant.

8. STANDARD OF PERFORMANCE

Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it has represented to Tampa Bay Water that Consultant has expertise and experience in the type of Services to be rendered hereunder and that such representation was a material inducement to Tampa Bay Water to enter into this Contract with Consultant.

9. DOCUMENTS AND DATA

A. One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of Tampa Bay Water or in the office of Consultant, shall be made available to the other party to this Contract without expense to such other party. Additional copies shall be made available at the expense of the requesting party.

B. All documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Contract, are the property of Tampa Bay Water without restriction or limitation of use, and shall be made available, upon request, to Tampa Bay Water at any reasonable time. Consultant, at its own expense, may retain copies thereof for its files and internal use. Any use by Tampa Bay Water of such materials obtained under this Contract for any other Services or use of incomplete materials obtained from Consultant by Tampa Bay Water shall be made at the risk of Tampa Bay Water. However, this does not constitute a disclaimer of the professional liability of Consultant with respect to the original Services as used for the Assignments.

C. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall bear the endorsement of a person in the full employment of Consultant or duly retained by Consultant and duly licensed in the appropriate professional category.

D. Consultant shall make any patentable product or result of the Services and all information, design, specifications, know-how, data and findings available to Tampa Bay Water without cost to Tampa Bay Water. No material prepared in connection with these Services will be subject to copyright by Consultant, all such copyrights being the property of Tampa Bay Water. Tampa Bay Water shall have the right to publish, distribute, disclose and otherwise use any material prepared by or for Consultant with respect to the Services. Any use of material or patents obtained by Tampa Bay Water under this Contract for any purpose not associated with these Services shall be at the risk of Tampa Bay Water. In Tampa Bay Water's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Services are released by Tampa Bay Water for publicity, proper credit may be given to Consultant, provided the giving of such credit is without cost to Tampa Bay Water.

E. Consultant shall make no statements, press releases or public releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Contract, except at meetings where representatives of Tampa Bay Water are present, without Tampa Bay Water's prior written consent. Consultant shall not publish, copyright, or patent any of the data furnished or developed

with respect to the Services without first obtaining Tampa Bay Water's written consent, as all such rights are the property of Tampa Bay Water.

10. INDEMNIFICATION

A. In consideration of One Hundred Dollars ($100.00) separately allocated from the consideration paid hereunder, to the fullest extent permitted by law, the receipt and sufficiency of which is acknowledged by Consultant's execution of this Contract, the Consultant shall indemnify and hold harmless Tampa Bay Water, its officers and employees, from and against any and all liabilities, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or any of the Subconsultants or any other person or organization employed by or utilized by Consultant in the performance of Services under this Contract. This indemnification shall also include all liability, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by any infringement of patents or copyrights incident to providing the Services required hereunder.

11. CONSULTANT'S INSURANCE REQUIREMENTS AND MINIMUM LIMITS

A. The types of insurance Consultant shall purchase and maintain shall include the specific coverages and minimum limits set forth as follows. All said limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

B. Consultant shall provide the following described insurance, except for coverages specifically waived in writing by Tampa Bay Water, on policies and with insurers acceptable to Tampa Bay Water. The amounts and types of insurance shall conform to the following minimum requirements with the use of current insurance service office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be subject to Tampa Bay Water's review and approval which shall not be unreasonably withheld.

C. Liability Insurance

i. General Liability

a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and $2,000,000 per occurrence of total coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Personal Injury/Advertising Injury	$1,000,000
Products Comp/Operations Aggregate	$1,000,000

c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on behalf of Tampa Bay Water, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

ii. Excess or Umbrella Liability

a) Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

iii. Vehicle Liability

a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability $500,000, Combined Single Limit Each Accident.

b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

iv. Watercraft/Aircraft Liability

a) If Consultant's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

D. Workers Compensation Coverage

Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least $100,000 each accident and $100,000 each employee, $500,000 policy limit for disease.

a) Tampa Bay Water requires Consultant and the Subconsultants to purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. Tampa Bay Water requires Consultant and all Subconsultants to purchase said coverage, unless waived in writing by Tampa Bay Water.

b) Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

E. Professional Liability/Malpractice/Errors Or Omissions Insurance

a) Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

b) If a claims' made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

c) To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

F. Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to Tampa Bay Water all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Consultant has delivered all such certificates to Tampa Bay Water. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance

requirements, including the workers' compensation and general liability insurance requirements, contained herein.

G. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to Tampa Bay Water, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide Tampa Bay Water with financial information concerning any self-insurance fund insuring Consultant. At Tampa Bay Water's option, a Best's rating or Self-Insurance Fund financial information may be waived.

H. As evidence of the insurance coverages required by this Contract, Consultant shall provide Tampa Bay Water certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided, all in accordance with the form attached hereto as Exhibit E and made a part hereof. An ACORD form meeting these requirements and as shown in Exhibit E may be substituted with the consent of Tampa Bay Water.

I. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: Tampa Bay Water, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

J. Deductible and self-insured retention amounts shall be subject to approval by Tampa Bay Water, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

K. Approval of the insurance by Tampa Bay Water shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by Tampa Bay Water shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that Tampa Bay Water does not in any way represent that the insurance (or the limits of insurance) specified in this section is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.

L. All insurance shall be maintained in full force and effect for the TERM period provided in Section 3, hereof. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with Tampa Bay Water at least fourteen (14) days prior to coverage renewal.

M. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to Tampa Bay Water and Consultant by certified mail. Consultant shall give notice to Tampa Bay Water within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

N. Except as provided above in Section 11.E. for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Contract.

O. Professional liability insurance shall continue in force until the end of one (1) calendar year following the calendar year in which the completion of the Project is estimated to occur pursuant to the Project Schedule. The professional liability insurance policy shall be endorsed to provide for renewals through said one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through said one (1) calendar year.

P. Consultant shall, upon request by Tampa Bay Water, deliver to Tampa Bay Water a copy of each insurance policy purchased by Consultant pursuant to this Section 11 and Section 12.

Q. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against Tampa Bay Water, its Consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against Tampa Bay Water with respect to any matter covered by any insurance maintained by Consultant.

12. INSURANCE – GENERAL REQUIREMENTS

A. Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

i. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

ii. Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

iii. Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;

iv. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant or any person employed by or subcontracted to Consultant;

v. Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

vi. Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in connection with the Services, including employee non- Consultant ownership use; and

vii. Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned aircraft and watercraft used in connection with the Services, including employee non- Consultant ownership use.

B. The insurance required by this section shall include the specific coverage and be written for the limits of liability and coverage provided in Section 11 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include: broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.

C. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Contract that are covered by such insurance.

D. Consultant shall require all Subconsultants to procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Consultant in this Contract unless Tampa Bay Water agrees in writing, in advance of Consultant's

employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Contract for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Consultant from requiring such insurance. Consultant shall be responsible for ensuring that all Subconsultants comply with all of the insurance requirements contained herein relative to each such party.

E. Tampa Bay Water requires Consultant and all Subconsultants to purchase workers' compensation insurance for all their employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. Tampa Bay Water requires Consultant and all Subconsultants to voluntarily purchase said coverage.

13. PUBLIC RECORDS AND AUDIT RIGHTS

A. Consultant shall keep all books, records, files, plans, drawings and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Contract or as otherwise required by Law, which ever date is later. Tampa Bay Water, or any duly authorized agents or representatives of Tampa Bay Water, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of Subconsultants.

B. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT TAMPA BAY WATER'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (727) 796-2355 OPTION 6; EMAIL RECORDS@TAMPABAYWATER.ORG; OR MAIL AT 2575 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763.**

C. Consultant must keep and maintain all public records required by Tampa Bay Water in order to perform services under this Contract.

D. Upon request from Tampa Bay Water's custodian of public records, Consultant shall provide Tampa Bay Water with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

E. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Tampa Bay Water.

F. Upon completion of the contract, Consultant shall transfer, at no cost, to Tampa Bay Water all public records in the possession of the Consultant, or keep and maintain public records required by Tampa Bay Water to perform the service under this contract. If the Consultant transfers all public records to Tampa Bay Water upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to Tampa Bay Water, upon request from Tampa Bay Water's custodian of public records, in a format that is compatible with the information technology systems of Tampa Bay Water.

14. EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Consultant agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Consultant must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. If Tampa Bay Water has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, Tampa Bay Water shall terminate the Contract with the Consultant, and the Consultant may not be awarded a Contract with Tampa Bay Water for at least one (1) year after the date on which the Contract was terminated. The Consultant is liable for any additional costs incurred by Tampa Bay Water as a result of the termination of the Contract. If Tampa Bay Water has a good faith belief that a subcontractor knowingly violated the law, but the Consultant has otherwise complied with the law, Tampa Bay Water shall promptly notify the Consultant and order the Consultant to immediately terminate the Contract with the subcontractor.

15. MISCELLANEOUS PROVISIONS

A. Tampa Bay Water and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other. The rights and obligations pursuant to this Contract shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Contract.

B. This written document shall constitute the entire Contract between the parties hereto and said Contract shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Contract shall govern the relationship between Tampa Bay Water and Consultant on the Project.

C. This Contract shall be governed by and construed under the laws of the State of Florida.

D. Venue for any action arising under this Contract shall lie in the State courts for Pinellas County, Florida.

E. Any notices or other writings permitted or required to be delivered under the provisions of this Contract must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U. S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to Tampa Bay Water:

Tampa Bay Water
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Stacy Gundry, Purchasing & Warehouse Manager

If to Consultant:

_____
_____
_____
Attention: _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

F. The parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party thereto, regardless who is responsible for its preparation or drafting.

G. If at any time during the term of this Contract Tampa Bay Water notifies Consultant in writing that any of Consultant's employees or the employees of any Subconsultant are objectionable to Tampa Bay Water, Consultant shall remove or have the Subconsultant remove the objectionable employee and not reemploy the objectionable employee on any portion of the Services.

H. The Consultant's communications with Tampa Bay Water shall be limited to Tampa Bay Water's General Manager and designated staff. Communications with Tampa Bay Water's Board Members are prohibited, except with the prior written permission of Tampa Bay Water's General Manager or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Contract by Consultant. This provision does not prohibit or limit contacts by or on behalf of Tampa Bay Water Board Members with Consultant.

I. When Consultant is requested by Tampa Bay Water to utilize special Consultants not heretofore agreed upon, Consultant shall be reimbursed for the actual reasonable cost of such consulting services. Any request of Tampa Bay Water to utilize specific firms shall be subject to the reasonable refusal of Consultant. Consultant shall obtain Tampa Bay Water's prior written consent before it retains such Consultants.

J. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context of the Contract otherwise clearly requires, the term "including" is not limiting and the terms "hereof", "herein", "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.

K. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to sections and paragraphs shall include all subparts.

L. This Contract shall be effective as of the last date upon which all of the parties hereto have executed this Contract, as demonstrated by the date under the signatures on the signature page.

M. Time is of the essence of this Contract and each of its provisions.

N. In the event of a conflict between this Contract and Exhibit A attached hereto, this Contract shall control.

O. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to Tampa Bay Water upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.

P. Unless expressly stated in writing, no action taken by a party to this Contract shall be considered a waiver by such party of compliance with any representations, warranty, duty or responsibility under this Contract.

Q. Tampa Bay Water shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of Tampa Bay Water upon all such claims, questions or disputes shall be final and binding if not contested

by Consultant in a written notice delivered to Tampa Bay Water within seven (7) days after Consultant's receipt of written notice from Tampa Bay Water concerning such decision.

R. All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.

S. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Tampa Bay Water and Consultant, which agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

T. Consultant is retained by Tampa Bay Water only for the purposes and to the extent set forth in this Contract, and its relationship with Tampa Bay Water shall, during the term of this Contract, be that of an independent contractor. Consultant shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Contract, to select the means and methods of performing such services. In this regard, Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, Consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Contract or otherwise as being an employee or agent of Tampa Bay Water. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event shall Tampa Bay Water be obligated to pay Consultant any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by Tampa Bay Water. Furthermore, Consultant is responsible for paying all income and employment taxes, and Tampa Bay Water shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.

U. To the extent permitted by applicable law, Consultant and Tampa Bay Water hereby acknowledge and agree that any and all claims arising out of, connected with, or relating to this Contract or the relationship created hereby are matters which, if adjudicated, should be adjudicated by a court without a jury. Therefore, the parties hereby waive a trial by a jury. Neither Tampa Bay Water nor Consultant or any successor thereof shall seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in Contract or in tort) arising out of or related to this Contract or the relationship created hereby. Neither Tampa Bay Water nor Consultant shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived. The provisions of this paragraph cannot be and have not been waived. The provisions of this paragraph have been fully discussed by the parties and their respective attorneys, and the provisions hereof shall be subject to no exceptions. Tampa Bay Water and Consultant acknowledge and agree that no one, including, without limitation, Tampa Bay Water's agents or Consultants, has represented that the provisions of this Contract will not be fully enforced.

16. CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES AND PUBLIC ENTITY CRIMES STATEMENT

A. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Consultant acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract, provide any

goods or services to a public entity, may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Consultant acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

C. Pursuant to Section 287.135, Florida Statutes, Consultant acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of $1 million or more. At the time of submission of a bid, proposal or reply for a contract or contract renewal for goods or services of $1 million or more, the company must certify that it is not on either such list and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

D. Pursuant to Section 287.135, Florida Statutes, Consultant acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of $1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in Business operations in Cuba or Syria.

E. Pursuant to Section 287.135, Florida Statutes, Consultant acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of one hundred thousand dollars ($100,000.00) or more if the awarded company is found to have or been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

17. FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes, Tampa Bay Water may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled or organized under the laws of a Foreign County of Concern which includes the :People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

18. ANTI-HUMAN TRAFFICKING

In accordance with Section 787.06, Florida Statutes, the Consultant must provide Tampa Bay Water with an affidavit regarding Human Trafficking. Consultant attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

19.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the dates set forth below.

WITNESS:

_____
Signature

_____
Print Name

(CONSULTANT)

_____
Signature

_____
Title

_____
Date

(CORPORATE SEAL)

ATTEST:

_____
Charles H. Carden, General Manager

Tampa Bay Water, A Regional Water Supply Authority

By:_____

Its:_____

Date:_____

(SEAL)

APPROVED AS TO FORM:

_____
General Counsel

INDEX OF EXHIBITS

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C - Tampa Bay Water Administrative Policy 650-15

Exhibit D - Project Scheduling

Exhibit E - Certificate of Insurance Form

Exhibit F - Tampa Bay Water Affidavit Form

EXHIBIT A
SCOPE OF SERVICES

Tampa Bay Water will select up to nine (9) firms for three-year contracts, with two, one-year renewal options for As-Needed Ecological Services. Firms may be awarded up to two contracts. Firms selected for this service will be utilized on a task order basis for a variety of projects. In any given year, a variety of short-term needs arise that require Tampa Bay Water to timely respond to issues concerning environmental/ecological investigations and regulatory compliance.

One (1) of these as-needed contracts will be reserved for a team with specialized qualifications in estuarine systems studies. Tasks may include:

- water quality monitoring in riverine and estuarine systems, including real-time monitoring,
- statistical analyses and modeling,
- hydrodynamic and water quality modeling in riverine and estuarine systems,
- assessment of water quality standards, TMDLs and environmental flow requirements,
- monitoring and assessment of watershed changes, and
- GIS analyses and applications for watershed monitoring and assessment.

An additional one (1) of the as-needed contracts will be reserved for a team with qualifications in Geographical Information System (GIS) implementation and remote sensing experience. Tasks may include:

- geodatabase creation and maintenance for wetland data,
- management of large environmental databases including development of custom query and reporting functions,
- GIS mapping and geostatistical analysis of wetland data,
- development of custom spatial applications and toolsets for Desktop or Cloud-based GIS environments,
- aerial/satellite photography processing, georeferencing of imagery, and
- analysis of aerial/satellite imagery including change detection and classification of multi- and hyper-spectral data.

The remaining seven (7) as-needed contracts to be awarded to teams based on their qualifications in freshwater wetlands and surface water bodies, with specific services such as:

- development and assessment of environmental monitoring programs,
- wetland/lake field evaluations and data analyses,
- minimum flows and levels evaluations,
- report preparation,
- remote sensing technique assessment,
- mitigation/restoration design and implementation,
- ecological and/or hydrological monitoring,
- statistical, geographical, and/or spatial analyses,
- environmental resource and water use permitting assistance,
- source water protection, and
- land management services.

Many of these assignments arise from Tampa Bay Water's implementation of Water Use Permit Special Conditions. In order to manage workload variations (both within each year and from year to year), Tampa Bay Water has traditionally utilized outside consultants with particular experience and expertise for short-term assignments rather than acquiring additional staff. This has proven to be a cost-effective means of accomplishing the required work in a timely manner.

20. EXHIBIT B
COMPENSATION

1. Compensation for Services
   Tampa Bay Water shall pay Consultant and Consultant agrees to accept as full compensation for the Services the compensation as provided in Table B-1, which is attached hereto and made a part hereof. Payment will be computed in accordance with one of the following methods set forth in Administrative Policy 650-15, Exhibit C hereof: Raw Labor Rate with Multiplier; Hourly Rate-All Inclusive; or Fixed Fee.

2. Contract Limit
   The limit of this Contract shall not exceed the amount shown in Table B-1 without approval from Tampa Bay Water in the form of a written amendment to this Contract.

3. Compensation for Additional Services
   Compensation to the Consultant for performance of Additional Services pursuant to Article 11.0 of this Contract, as well as the specific services to be performed and time of completion, shall be determined in a written amendment to this Contract in advance of performance of said Additional Services, unless Tampa Bay Water authorizes in writing compensation for said Additional Services from Tampa Bay Water's Allowance. Non-scope services must be identified by the Consultant prior to their performance. Failure to notify Tampa Bay Water in writing of non-scope services as required above shall be deemed a waiver of any claim by Consultant that such services were non-scope services.

4. Time of Payment
   Consultant shall submit invoices to Tampa Bay Water by the 20th day of the month for all Services accomplished the previous calendar month, including property closings and properties recommended for eminent domain acquisition. If Tampa Bay Water fails to make any payment due Consultant for services and expenses within sixty (60) days after receipt of Consultant's invoice, Consultant may, after giving seven (7) days written notice to Tampa Bay Water, suspend services under this Contract until it has been paid in full all amounts due Consultant hereunder.

   Monthly invoices shall include separately listed charges for all portions of the Services for which compensation applies, including fees for Subconsultants and reimbursable expenses and costs.

5. Tampa Bay Water's Allowance
   Tampa Bay Water's Allowance is for Tampa Bay Water's use, in the sole discretion of Tampa Bay Water, for the payment for Additional Services beyond the scope of the original Services and for whatever other purpose Tampa Bay Water deems to be in its best interest.

6. Late Payments
   If Tampa Bay Water fails to make payment to Consultant within the time period set forth herein, any such late payment shall accrue interest at the rate authorized by Law applicable to governmental entities at the time.

EXHIBIT C
TAMPA BAY WATER
ADMINISTRATIVE POLICY 650-15

EXHIBIT D
PROJECT SCHEDULING

EXHIBIT E
CERTIFICATE OF INSURANCE FORM or APPROVED ACORD FORM
[Either of the attached Forms is acceptable]

Tampa Bay Water
General Insurance Requirements Matrix

Contract Type	Up to $100,000	$100,001 to $1,000,000	$1,000,001 & Over
Professional Services	Tier 1	Tier 2	Tier 3
As-Needed Professional Services	Tier 1	Tier 2	Tier 3
Goods & Services	Tier 1	Tier 2	Tier 3
Construction	N/A	N/A	Tier 3

Insurance Type	Tier 1	Tier 2	Tier 3
General Liability	$1,000,000	$2,000,000	$5,000,000
Automobile	$300,000	$500,000	$1,000,000
Workers Compensation	Statutory	Statutory	Statutory
Umbrella/Excess	Up to GL	Up to GL	Up to GL
Professional Liability	$1,000,000	$1,000,000	$1,000,000

TAMPA BAY WATER
Supplying Water To The Region

2575 Enterprise Road,
Clearwater, Florida 33763-1102
Phone: 727.796.2355
Fax: 727.791.2388
Suncom: 513.7010
www.tampabaywater.org

Issue Date: Contract Number:

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer:

Insured:

Companies Affording Coverage:	Best Rating/Class:
A	
B	
C	
D	
E	

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
	General Liability ☐ Commercial Form ☐ Occurrence ☐ Claims Made ☐ Comprehensive Form ☐ Premises Operations ☐ Explosion, Collapse, Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent Contractor ☐ Personal Injury					EACH OCCURRENCE	AGGREGATE
					BI & PD Combined	$	$
					Bodily Injury	$	$
					Property Damage	$	$
					Products Comp/OP	$	$
					Personal & Adv. Injury	$	$
					* Separate Project Agg. For Tampa Bay Water		$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit		
					Bodily Injury (Per Person)		
					Property Damage		
	Umbrella/Excess Liability ☐ Umbrella Form ☐ Excess Form ☐ Following Form Coverage				Each Occurrence		$
					Aggregate		$
	Workers' Compensation and Employers' Liability				☐ Statutory Coverage Limit		$
					EL Each Accident		$
					EL Disease Policy Limit		$
					EL Disease Each Employee		$
	Professional Liability ☐ Claims Made ☐ Occurrence Retro Date:					$	$
	Builder's Risk ☐ All Risk Permission to Occupy ☐ All Owner's Contractors, Subcontractors' Interests Covered ☐ Installation Floater					$	$
	Fidelity ☐ Employee Dishonesty ☐ Covers Loss to Tampa Bay Water					$	
	Other						

Description of Operations/Locations/Vehicle/Special Items:
* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED
Tampa Bay Water, its Consultants, Subsidiaries or Affiliates and each of Tampa Bay Water's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: _____
(Signature required)
Address: _____
_____
Telephone: _____ Fax: _____

SEE REVERSE SIDE OF FORM

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against Tampa Bay Water, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced Contract.

2. Each of the above-described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to Tampa Bay Water by certified mail.

3. Each of the above listed companies hereby agrees to deliver to Tampa Bay Water new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.

4. If requested, each of the above-listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to Tampa Bay Water.

5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by Tampa Bay Water. (At Tampa Bay Water's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ACORD™ CERTIFICATE OF LIABILITY INSURANC

Clear | Save

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Your Insurance Agent	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Company Name	
Company Name Street City, State, Zip Code	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Policy Number	effective	expires	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	X	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	X	**EXCESS/UMBRELLA LIABILITY** X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	Policy Number	effective	expires	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO	Policy Number	effective	expires	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000
		OTHER					

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Job Name/Number
Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.

CERTIFICATE HOLDER	CANCELLATION
Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT F
TAMPA BAY WATER AFFIDAVIT FORM

TAMPA BAY WATER
CONSULTANT AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the _____ of _____ (the "Consultant").
4. I am authorized by _____ to make this Affidavit on behalf of Consultant.

E-Verify

1. Consultant acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
2. Consultant acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
3. Consultant is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
4. Consultant understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Tampa Bay Water.
5. Consultant's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
6. Consultant shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
7. Neither the Consultant, nor any subcontractor of Consultant has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
8. If the Consultant, or any subcontractor of Consultant, has a contract terminated by a public employer for any such violation during the term of any contract with Tampa Bay Water, it shall provide immediate notice thereof to Tampa Bay Water.

Anti-Human Trafficking

In accordance with Section 787.06(13), Florida Statues, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

Scrutinized Companies

F. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, Respondent acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

G. Pursuant to Subsection 287.134(2)(a), Florida Statutes, Respondent acknowledges that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply

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

H. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or the Scrutinized Companies that Boycott Israel List or a company that engages in a boycott of Israel, is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of $1 million or more. At the time of submission of a proposal for a contract or contract renewal for goods or services of $1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

I. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for goods or services of $1 million or more if the awarded company is found to have submitted a false certification as provided under Section 287.135(5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in Business operations in Cuba or Syria.

J. Pursuant to Section 287.135, Florida Statutes, Respondent acknowledges that Tampa Bay Water has the option to terminate any contract for good or services of any amount if the awarded company is found to have or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Foreign Countries of Concern

Pursuant to Section 287.138, Florida Statues, Tampa Bay Water may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled or organized under the laws of a Foreign Country of Concern which includes the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

_____
Signature of Affiant
on behalf of Consultant

By: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public of the State of Florida

My Commission Expires: