

**Coquina Water Control District
REQUEST FOR QUALIFICATIONS (RFQ)
ENGINEERING SERVICES**

Sealed Statements of Qualifications will be received at the Coquina Water Control District's Administration Office located at 17429 NW 242nd Street Okeechobee, FL 34972, until 4:00 p.m. on Thursday, October 31, 2024. The Qualifications will be opened and publicly read concerning any or all of the following categories of services:

District Engineering, Surveying, Computer Modeling, Geotechnical, Geographic Information Systems, Federal Contract Requirement Monitoring, and Grant Writing for the Coquina Water Control District, in accordance with Section 287.055, Florida Statutes. Length of contract: Continuing annually for three (3) years with up to three (3) additional one-year extensions.

Complete RFQ package requirements may be obtained via email request to District Superintendent James Fisset at: James.coquinawater@gmail.com

The Coquina Water Control District ("District") reserves the right at its absolute discretion to accept or reject any or all submittals, to certify qualifications to more than one firm in each category of desired service when applicable, and/or to waive any minor irregularities in submittals. Qualifications for desired services not required to be provided by licensed professionals pursuant to Ch. 287.055, F.S. (CCNA) or otherwise by law, may be submitted by other appropriately qualified firms. The District reserves the right to terminate the RFQ process or re-advertise and solicit new or additional qualifications. The District reserves the right to retain all qualifications submitted and to use any ideas in a submittal package regardless of whether that submittal is selected or not. Submission of a submittal package indicates acceptance by the firm of the conditions contained in the RFQ, unless clearly and specifically noted in the qualifications submitted and confirmed in a contract between the District and the firm(s) selected. There is no obligation on the part of the District, express or implied, to reimburse responding firms for any expenses in the development of their qualifications. The District encourages minority-owned and small businesses to submit qualifications.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, 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.

Cone of Silence: Applicants and individuals acting on behalf of the applicant should not lobby District's personnel or Commissioners since such activity will result in the rejection and disqualification of the applicant for the advertised services. For purposes of this Request for Qualifications, the term "lobbying" is defined as an action taken by an individual, firm, association, joint venture partnership, syndicate, corporation or others seeking to influence the selection process by or through the District's Board Members or District's personnel after the initial publication of this Notice and through the time that an award recommendation is issued by District's Board of Commissioners. This prohibition on contact shall not apply to Requests for Information (RFI), as provided in the RFQ package.

BY ORDER OF COQUINA WATER CONTROL DISTRICT

James Fisset
District Superintendent

Advertise:
9/16/2024

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES FOR
DISTRICT ENGINEERING, SURVEYING, COMPUTER MODELING, GEOTECHNICAL,
GEOGRAPHIC INFORMATION SYSTEMS, FEDERAL CONTRACT REQUIREMENT
MONITORING, and GRANT WRITING**

COQUINA WATER CONTROL DISTRICT
REQUEST FOR QUALIFICATIONS
RFQ No. 2024-001
PROFESSIONAL SERVICES FOR
DISTRICT ENGINEERING, SURVEYING, COMPUTER MODELING, GEOTECHNICAL,
GEOGRAPHIC INFORMATION SYSTEMS, FEDERAL CONTRACT REQUIREMENT
MONITORING, and GRANT WRITING

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**REQUEST FOR QUALIFICATIONS
RFQ No. 2024-001
PROFESSIONAL SERVICES FOR
DISTRICT ENGINEERING, SURVEYING, COMPUTER MODELING,
GEOTECHNICAL, GEOGRAPHIC INFORMATION SYSTEMS, FEDERAL CONTRACT
REQUIREMENT MONITORING, and GRANT WRITING**

SECTION A – GENERAL INFORMATION

The purpose of this Request for Qualifications (“RFQ”) is to solicit from qualified and experienced individuals, companies, and firms that can offer professional services to the Coquina Water Control District pursuant to the process outlined in the State of Florida’s Consultants’ Competitive Negotiations Act (CCNA), Section 287.055 et seq., Florida Statutes. The District intends to enter into a continuing contract for professional services to the selected firm for a term of 3 years, for work to be assigned on an as-needed basis.

In accordance with Section 287.055, Florida Statutes, and the advertised public notice, the Board of Supervisors (“Supervisors”) of the Coquina Water Control District (“District”) requests statements of qualifications (“Qualifications”) from professional firms licensed or authorized to do business in the State of Florida to be certified as eligible to provide professional services to the District as needed pursuant to an annual continuing contract for a term of three (3) years, with potential extensions of up to three (3) additional one-year terms. Qualifications for desired services not required to be provided by licensed professionals pursuant to Section 287.055, F.S. (CCNA) or otherwise by law, may be submitted by other appropriately qualified firms.

The District will accept sealed Qualifications presented at or delivered by mail to:

**James Fisset, District Superintendent, Coquina Water Control District, 17429
NW 242nd Street Okeechobee, FL 34972 until 4:00 p.m. on Thursday, October
31, 2024, local time.**

Inquiries or requests for additional information regarding this RFQ may be obtained via email only to James Fisset at: James.coquinawater@gmail.com

Sealed Qualifications must be submitted in writing, in the format and with the content prescribed in this request. The Sealed Qualifications must contain Acknowledgment & Information Form and Non-Collusion Affidavit, attached respectfully as **Exhibit “A”** and **Exhibit “B”** to this RFQ. All interested parties should provide **one (1) unbound original and five (5) bound copies** of their Qualifications. In addition, one copy of the Qualifications should be submitted on a flash drive or similar electronic recording medium in PDF format. All Qualifications received after the time and date advertised will be returned unopened.

All sealed Qualifications will be opened at 9:00 a.m., local time, November 1, 2024, at the Coquina Water Control District Offices located at 17429 NW 242nd Street Okeechobee, FL 34972.

Faxed or electronically transmitted Qualifications will not be accepted. There is no obligation, expressed or implied, for the District to reimburse responding firms for any expenses incurred in preparing Qualifications in response to this request. The District Superintendent will initially evaluate the submitted Qualifications to determine if the submittals met the requirements of this RFQ. The

District Superintendent will then conduct an evaluation of all qualified submittals based on the criteria and point system outlined in Section E - Evaluation Procedures, below. Depending on the response, more than one firm **may be** selected from each category of desired service for in-person presentations. The District Manager will recommend that the Board of Supervisors ("Supervisors"), acting as the Selection Committee, review the recommended ranking and suggest a final ranking to the Supervisors serving as the Governing Body of the District. The Supervisors serving as the Governing Body intends to review and approve the rankings and direct staff to negotiate a continuing contract to a firm or firms in each of the RFQ categories.

The District reserves the right: (a) to accept or reject any or all submittals, to award contracts to more than one firm in each category of desired service when applicable, and to waive any minor irregularities in submittals; (b) to terminate the solicitation process or re-advertise and solicit new or additional Qualifications; and/or (c) to retain all Qualifications submitted and to use any ideas in a submittal package regardless of whether the firm that submitted that package is selected. Submission of a submittal package indicates acceptance by the firm of all conditions contained in this "Request for Qualifications" unless the responding firm clearly and specifically notes an objection in its Qualifications and such deviation is confirmed in a contract between the District and the firm selected. The District has no obligation, express or implied, to reimburse responding firms for any expenses in the development of their Qualifications. The District encourages minority-owned and small businesses to submit their qualifications.

The ranking of firms and selection from the qualified list is anticipated to be completed by November 15, 2024.

Public Entity Crimes: In accordance with §287.133(2)(a), F.S, persons and affiliates who have been placed on the convicted vendor list may not submit RFQs, contract with, or perform work (as a contractor, supplier, subcontractor, or consultant) with any public entity in excess of the amount established by §287.017, F.S. for CATEGORY TWO (currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. By entering into a contract as a result of this Proposal or performing any work in furtherance hereof, the responding firm certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. An affidavit to this effect will be required at the time a contract is executed. A copy of the Public Crimes Affidavit is attached as **Exhibit "C"** to this RFQ. This notice is required by §287.133(3)(a), F.S.

Anti-human Trafficking: By entering into a contract as a result of this Proposal or performing any work in furtherance hereof, the responding firm certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, does not use coercion for labor or services as defined in §787.06(2)(a), F.S. An affidavit to this effect will be required at the time a contract is executed. A copy of the Anti-Human Trafficking Affidavit is attached as **Exhibit "D"** to this RFQ.

Compensation/Payment and Contract Provisions:

A. **In General:** Unless otherwise provided in the District's adopted Purchasing Guidelines, payment will be made for services provided according to the terms (including price) of a purchase order or other agreement between the District and a firm selected for a particular project or scope of services.

B. **Prompt Payment:** Payment will be made by District on a monthly basis in accordance with the terms of the Local Government Prompt Payment Act (Ch. 218, Part VII, F.S.), within forty-five (45) days after the contract services have been received, accepted and properly invoiced or as otherwise agreed by the parties in writing.

C. **Contingent Fees Prohibited:** The contract for professional services will contain a prohibition against contingent fees substantially as follows:

“The [engineer/architect/etc.] warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the [engineer/architect/etc.] to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the [engineer/architect/etc.], any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

If this provision is breached or violated, the District shall have the right to terminate the contract without liability and, at its discretion, to deduct from any contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Indemnification: If selected, Consultant agrees to protect, save, defend, reimburse, indemnify and hold the District, its Supervisors, employees and agents and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with the Consultant’s performance under the Contract, Consultant’s acts, omissions or operation hereunder, or the performance, non-performance or purported performances of the Consultant or any breach of the terms of the Contract; provided, however, the Consultant shall not be responsible to the District for damages resulting out of bodily injury or damages to property, which Consultant can establish as being attributable to the negligence of the District, its respective Commissioners, employees, or agents. Nothing contained herein shall be construed as a waiver by the District of the liability limits established in Section 768.28, Florida Statutes.

Public Records: Upon receipt, all Qualifications and any information submitted therewith become “public records” and property of the District and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). If a submitter believes that the submittal or any portion or part thereof is possibly exempt from disclosure, the submitter must in its submittal provide the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the District. The District has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from it. Disqualification of a submitter does not eliminate this right.

The contract(s) with the selected qualified firm(s) will acknowledge that all drawings and other documents prepared by the Consultant for a specific Project may be considered public records

pursuant to Ch. 119, Florida Statutes. Copies in electronic or other form may be made by District for its own use without restriction and made available to the public in the manner and to the extent required by law.

Non-Discrimination: Consultants doing business with the District are prohibited from discriminating for any reason, including but not limited to employment practices, pay rates or other compensation methods, and training selection, on the basis of race, color, religion, national origin, sex, age, or any other category protected by law.

SECTION B - BACKGROUND

Coquina Water Control District (the "District") is a special district in Okeechobee County, Florida that was established on June 23, 1971 covering over 20 square miles. The District is organized and exists pursuant to Chapter 189 & Chapter 298, Florida Statutes, as amended and supplemented, and other applicable provisions of law. The District serves the purpose of preserving all drains and other systems constructed; operating and maintaining equipment, canals, drainage systems, and other works of the District, including the maintenance of certain roads and any other duties directed by the Board of Supervisors. It has a current annual budget of approximately 1.5 million dollars, which is supported by non-ad valorem taxes from each parcel located within the District. The budget is used to operate and maintain existing drains and District systems, construct new ones as necessary, and retire indebtedness resulting from past construction projects. A Board of Supervisors (Supervisors) of three (3) members control the District. The District is managed by a full-time Superintendent, who is assisted by staff, including but not limited to outside counsel and engineer, which are retained by the Supervisors. Additional information about the District may be found at its website: <https://coquinawcd.com/>

SECTION C – SCOPE OF SERVICES

District is soliciting qualified engineering and other firms to provide certain professional services including, but not limited to:

A. DISTRICT ENGINEERING SERVICES:

1. Design new and replacement infrastructure (e.g., culvert crossings, water control structures, bridges, canals, lakes, storm water storage areas, District buildings or other infrastructure as needed).
2. Assist District in negotiating Interlocal Agreements with other Governmental Agencies and Landowner Agreements with Developers when requested.
3. Assist District with development plan and storm-water calculation review for District issued Drainage Permits when requested.
4. Prepare a monthly report to the District Board summarizing all current engineering and permit activities.
5. Attendance at meetings with the District Board, District Staff, Other Governmental Agencies, businesses, and organizations, as requested.
6. Incorporating hydraulic and modeling data into specific project designs.
7. Work in conjunction with Staff to provide various studies and reports.
8. Provide nutrient removal estimates for projects, based on design.
9. Providing cost estimates for District projects.
10. Provide construction services when needed (inspection, shop drawing review, pay request review, change order issuance) on District projects.

11. Assist District in applying for Grants, Loans and Legislative Budget Request.
12. All additional Engineering services as requested by the Board.
13. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
14. Provide Monthly Progress Reports to the District Engineer and Manager.

B. SURVEYING SERVICES:

1. Topographical survey of elevations along levees, canals, and wetlands etc. on and adjacent to District land as necessary to assist in engineering/biological studies, designs and analyses.
2. Survey for canal and stormwater detention area designs.
3. Aerial surveying of larger parcels (+/- one square mile).
4. Boundary Surveys for District owned land or land disputes.
5. Preparing Legal Descriptions and Sketches.
6. Establishing Benchmarks, Control Points or Right of Ways.
7. Construction Staking or As-Built Records.
8. Work in conjunction with District Engineer and Staff to provide various studies and reports.
9. Providing cost estimates for surveying related services on District projects.
10. All related additional Surveying services as requested by the Board.
11. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
12. Provide Progress Reports to the District Engineer and Manager.

C. COMPUTER MODELING SERVICES:

1. Computer modeling of District to enhance the level of detail for evaluating flooding impacts within District.
2. Computer modeling of regional drainage to evaluate alternative flood control and detention scenarios affecting areas outside the District.
3. Assist District Staff in evaluating the impacts of large developments on the District's infrastructure.
4. Assist District Staff in evaluating updates and changes to the local comprehensive watershed management plans.
5. Design-level modeling using AdICPR or other hydraulic models to support any District engineering design activities or projects.
6. Work in conjunction with District Engineer and Staff to provide various studies and reports.
7. Providing modeling effort scope of services and cost estimates for District projects.
8. All additional Computer Modeling services as requested by the Board.
9. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
10. Provide Progress Reports to the District Engineer and Manager.

D. GEOTECHNICAL SERVICES:

1. Borings piezometers and field permeability testing to determine hydro-geologic and geologic properties.
2. Seepage evaluations of properties selected for potential District acquisition or projects.
3. Work in conjunction with District Engineer and Staff to provide various studies and reports.
4. Providing geotechnical effort scope of services and cost estimates for District projects.

5. Review of local and regional soil and geology data and reports by USGS, SFWMD, etc.
6. Using the site-specific borings, develop a geophysical exploration program to determine presence of confining layers for parcels up to and potentially exceeding one square mile.
7. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
8. Provide Progress Reports to the District Engineer and Manager.

E. GEOGRAPHIC INFORMATION SYSTEMS SERVICES:

1. Input data into District's existing GIS system to update or supplement it.
2. Manipulation of differing geographic informational scales and data.
3. Management and storage of District's GIS system, keeping the relevant District version and the firm's working versions as up to date and similar as possible.
4. Query data and maps as to provide District with requested information, including LIDAR.
5. Analysis of data and map layers to determine patterns, trends and answers to "what if" scenarios.
6. Visualization in maps, graphs, databases or spreadsheets.
7. Providing GIS effort scope of services and cost estimates for District projects.
8. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
9. Provide Progress Reports to the District Engineer and Manager.

F. FEDERAL CONTRACT REQUIREMENT MONITORING

1. Determination of current Federal laws necessary for spending Federal funds for solicitation of bids, payment of contractors, compliance monitoring and record keeping.
2. Developing cost estimates for the grant application process.
3. Tracking of all Federal compliance aspects during bidding, construction and project close-out.
4. Record keeping and update reporting to LA-MSID and applicable agencies.
5. Providing Federal Contract Requirement Monitoring effort scope of services and cost estimates for District projects.
6. Provide annual statements of qualifications and an updated Standard Form 330 Part II (Architect-Engineer and Related Services Questionnaire) each calendar year.
7. Provide Progress Reports to the District Engineer and Manager.

G. GRANT WRITING SERVICES

1. Research and identify grant resources relevant to the District in relation to the above referenced areas, including but not limited to federal, state, foundation, agencies, and organizations that support the District's funding needs.
2. Analyze and assess each potential grant opportunities with respect to eligibility, requirements, and competitiveness.
3. Develop and write proposal draft(s) for review and/or revisions for District. Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
4. Write final proposal and create packet for submission. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the District.
5. Arrange for appropriate submission to funder and keep in contact with grant-making organizations during their review of a submitted grant application in order to be able to supply additional supportive material, if required.

SECTION D – RESPONSE FORMAT AND INFORMATION CONTENT

The format and information content for a response must be consistent with the following requirements. Any deviation without adequate justification will constitute a valid reason for the responding firm to be disqualified as unresponsive.

Proposers shall submit one (1) unbound, complete original Statement of Qualifications and five (5) bound complete copies in English, in a clear, concise format, on 8.5" x 11" paper. In addition, one (1) Statement of Qualifications should be submitted on a flash drive or similar electronic recording medium in PDF format. To be considered for an award, each set shall contain all information requested herein. Omission of required information may be cause for disqualification.

The Statement of Qualifications should be submitted in the following order. Each section should be clearly separated by tabs, dividers or other means for easy identification:

Tab 1. **Cover Page** (1 page).

Tab 2. **Acknowledgement & Non-Collusion Affidavit** (Exhibits "A" and "B" to this RFQ), fully executed (2 pages).

Tab 3. **Table of Contents** (1 page).

Tab 4. **Brief Overview of the Response** (maximum of 2 pages), summarize the major points in the firm's response to this RFQ).

Tab 5. **Firm Qualifications** (2 pages).

- A. Briefly describe the firm, including the form of business organization (corporation, LLC, individual, etc.) number of offices, number of officers/partners and professionals.
- B. Indicate the number and type (city, county, special district, etc.) of government clients served and the types of engagements for each category of service identified to be provided in the Acknowledgement.
- C. Describe any professional disciplinary actions that have been instituted against the firm or its members/employees during the last three (3) years and describe any pending disciplinary matters of which the firm is aware.

Tab 6. **Staffing** (please be brief)

- A. Indicate the firm office(s) that will staff the District engagement and describe the number of officers/partners and professionals in that office(s).
- B. Describe the professional qualifications of the firm to provide each category of service identified in the Acknowledgement (Tab 2) for which pre-qualification is sought, demonstrating multi-disciplined engineering or similar capability and experience with or applicability to storm-water management projects.

- C. Identify the principal-in-charge and other professional staff who will be assigned to the District engagement. Detailed information regarding staffing will be provided in **Appendix “A”** to the firm’s Response to the RFQ. **See description below.**
- D. Describe the actions that the firm would take to notify the District in advance of any changes in staffing assigned to District work.
- E. Describe the firm's approach to continuing professional education, with particular attention to continuing professional education related to storm-water management and each category of services identified in the Acknowledgement (Tab 2) for which pre-qualification is sought.
- F. If a firm intends to subcontract any portion of the work for any reason, identify the name(s) and address(es) of proposed sub-consultant(s), the person(s) to be contacted, including their telephone numbers, email addresses, and the nature of work to be performed.

Note: This does not preclude the firm, if selected, from changing sub-consultants or identifying additional sub-consultants at a later date if required to address a particular project proposal. However, if not included in this response, the awarded Consultant shall submit the sub-consultant for written approval of the District prior to commencement of any work. Sub-consultants shall be subject to the same contractual requirements as the primary Consultant. The District reserves the absolute right to reject a proposal if the proposal names a sub-consultant who has previously failed in the proper performance of any award or failed to deliver on time contracts of a similar nature, has been placed on the convicted vendor list, has inadequate insurance coverage, or who is not in a position to perform properly under this award, or to take any action it deems appropriate in the best interests of the District.

Tab 7. **Additional Information** (maximum 2 pages). Any additional information the responder feels is relevant to its Qualification to provide the services identified in the Acknowledgement (Tab 2) for which pre-qualification is sought.

Tab 8. **Appendices:**

- A. For each professional named in Section 6.C, above, to be assigned to District work (including the officer/partner-in-charge), provide a brief résumé with a list of governmental clients, the storm-water management projects handled, and experience with the services identified in the Acknowledgement (Tab 2) for which pre-qualification is sought.
- B. U.S. Government Standard Form 330 PART II.
- C. Proof of professional liability, errors and omissions, workers compensation and other insurance in the amounts indicated in the attached **Exhibit “E”** to this RFQ.
- D. **Confirmation Of Drug-Free Workplace:** In accordance with Section 287.087,

Florida Statutes, whenever two or more RFQs are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, in the event of a tie in ranking, a proposal received from a firm that certifies that it has implemented a drug-free workplace program shall be given a “bonus” preference in the award process (see attached **Exhibit “F”** to this RFQ)

- E. **References.** Provide a minimum of three (3) recent local government and/or storm-water clients that can be contacted as references. Include the client’s name, address, telephone number and the name of a contact person. References should be sufficient to address each category of service identified to be provided in the Acknowledgement.

SECTION E – EVALUATION & SELECTION PROCEDURES

District staff will evaluate responses on the basis of completeness and quality in the three (3) areas outlined below:

- **Qualifications of Firm**

| | |
|---|---------------|
| General experience, District experience, size and quality of firm | 0 – 20 points |
| Proximity of assigned office to the District | 0 – 10 points |
| Florida Small or Minority Business | 0 – 5 points |
- **Qualifications of Assigned Staff**

| | |
|--|---------------|
| Experience with similar district or water projects | 0 – 25 points |
| Continuing Professional Education | 0 – 10 points |
| Understanding of the District’s Water System | 0 – 15 points |
| Government Funding Experience | 0 – 5 points |
- **Evaluation of References**

| | |
|--|---------------|
| | 0 – 10 points |
|--|---------------|

| | |
|--------------|--------------------|
| TOTAL | 100 points* |
|--------------|--------------------|

| | |
|---------------------------------|------------------|
| Drug Free Workplace Established | 1 “Bonus” Point* |
|---------------------------------|------------------|

**Bonus point awarded only in the event of a tie in ranking*

Based on the evaluation of the Qualifications, three (3) or more firms in each category of desired service **may be** invited to make presentations to the staff at the District’s office. If presentations are requested, District Staff will allow a total of Thirty (30) minutes for each presentation (including question and answers), which may follow any format. Firms should supply all audio/visual equipment if needed.

SECTION F –SELECTION & CONTRACTING

The selection based on highest ranked firm does not create a contract between the Firm and the District nor a contractual relationship. Rather, the selection of the highest ranked firm shall serve as the intent to contract between the District and the Firm. A sample contract for services with the

District is attached for reference as **Exhibit “G”** to this RFQ. Upon selection, the Superintendent will enter into contract negotiations with the highest ranked firm selected by the Supervisors. If, as a result of the negotiations, an agreement as to price and terms is reached, the Superintendent will recommend selection of that firm to the Supervisors. However, if the negotiations do not produce an agreement, the Superintendent will commence negotiations with the second ranked, qualified firm.

EXHIBIT "A"
ACKNOWLEDGEMENT & INFORMATION FORM
SUBMIT ONE (1) ORIGINAL UNBOUND AND FIVE (5) COMPLETE COPIES
OF YOUR QUALIFICATIONS TO:

Coquina Water Control District
617429 NW 242nd Street
Okeechobee, FL 34972

Re: RFQ: Pre-Qualified Professional District Engineering, Surveying, Computer Modeling, Geotechnical, Geographic Information Systems, Federal Contract Requirement Monitoring, and Grant Writing

Proposal must be received **PRIOR to 4:00 p.m. on Thursday, October 31, 2024**, at which time RFQs will be opened.

Proposer's Name: _____
(Please specify if a corporation, LLC, partnership, other entity or individual)

Qualifications to provide the following Professional Services (identify all):

- ☐ District Engineering
- ☐ Surveying & Mapping
- ☐ Computer Modeling
- ☐ Geotechnical
- ☐ Geographic Information Systems
- ☐ Federal Contract Requirement Monitoring
- ☐ Landscape Architecture
- ☐ Environmental Services

Fed. Tax ID# or SSAN: _____

State License Number: _____

Address: _____

Telephone No.: _____ Fax Number: _____

E-Mail Address: _____

Contact representative: _____

The undersigned authorized representative of the Responder agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the District, the proposer will negotiate with the District in order to enter into a standard District contract to provide all goods and services as stated in this proposal and in accordance with the terms and conditions of the RFQ.

Authorized Representative's Signature

Date

Name Printed

Position/Title [SEAL]

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

_____ (Proposer's Name) being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative, or Agent) of the Proposer that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, Firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from submitting a Proposal in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, Firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer's Name: _____

Signature: _____ Date: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence ____ OR Online notarization____, this _____ day of _____, 20_____,

Signature of Notary Public

[STAMP HERE]

State of _____

EXHIBIT "C"
PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER §287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with a Proposal for Professional Service provision to the Coquina Water Control District.

2. This sworn statement is submitted by _____

(Name of entity submitting sworn statement)

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as identified in Section 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A. A predecessor or success of a person convicted of a public entity crime, or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

8. Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

EXHIBIT "D"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

Signature Page Below

FURTHER AFFIANT SAYETH NAUGHT

:

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20__ on behalf of _____ by _____ its _____ . He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

[Seal]

NOTARY PUBLIC

EXHIBIT "E"
MINIMUM INSURANCE COVERAGE*

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

(A) Bodily Injury Limit:

| | |
|-------------|------------------|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |

Property Damage Limit:

| | |
|-------------|------------------|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |

(B) or a Combined Single Limit of Bodily Injury and Property Damage:

| | |
|-------------|------------------|
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Annual Aggregate |

(C) The Commercial General Liability shall include Contractual Liability.

II. Automobile Liability (Any Auto) \$ 500,000

III. Workers Compensation

| | | |
|----------------------|-------------|-----------------------|
| Statutory limits and | \$ 300,000 | Each Accident |
| | \$1,000,000 | Disease-Policy Limit |
| Employers Liability | \$ 300,000 | Disease-Each Employee |

IV. Umbrella Excess Liability Insurance:

| | | |
|-----|-------------|------------------|
| (A) | \$3,000,000 | Each Occurrence |
| | \$3,000,000 | Annual Aggregate |

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Notice of Cancellation:

The insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Professional Liability Insurance

(A) \$1,000,000

(B) \$25,000 maximum deductible per incident

VII. Insurance Certificate:

Coquina Water Control District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Coquina Water Control District, which certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

VIII. Policy Endorsement:

Coquina Water Control District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Engineer's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Coquina Water Control District, an Independent Special District of the State of Florida, its Officer, Employees and Agents". Engineer shall provide the Additional Insured Endorsements coverage on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

IX. Acceptable Insurers

At a minimum, Insurers shall have an A. M. Best Rating of A: VII.

X. Special Risks or Circumstances for Supplemental Services

District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Supplemental Work Authorization

***NOTE:** these requirements shall apply both to CONSULTANT and any Sub-Consultants.

EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more PFQs are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement on behalf of _____,

I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name Printed

Position/Title

EXHIBIT "G"
SAMPLE CONTRACT

*****Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.*****

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into by and between the Coquina Water Control District ("District"), a Florida independent special district, whose address is 17429 NW 242nd Street Okeechobee, FL 34972 and _____, a Florida corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the District desires to retain the services of the Contractor to provide the goods and services in accordance with the District's Request for Proposal and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the District agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Contract shall include and incorporate as though fully set forth herein each and every term, condition, and specification set forth in the District's Request for [Proposal/Qualifications No. ____] and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services in compliance with the Scope of Services attached hereto as Exhibit A, and as further identified in the specifications accompanying the District's Request for Proposal No. 2024-001, which are incorporated herein by reference as though fully set forth herein.

ARTICLE 3. COMPENSATION

The District shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications described in Request for Proposal No. 2024-01.

ARTICLE 4. CONTRACT TERM

This Contract is in full force and effect upon full execution by the District. The term of the Contract shall be from the ____ day of _____, 20__ through the ____ day of _____, 20__, unless terminated earlier by the District, with two one-year options to renew.

ARTICLE 5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the District and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the District or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the District, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the

responsibility to indemnify, keep and save harmless, and defend the District or its officers, employees, agents, and instrumentalities as herein provided.

Nothing in this agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the District as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the Contractor to indemnify the District for District's own negligence, or intentional acts of the District, its agents or employees, when such agents or employees are acting within the course and scope of their agency or employment, as applicable. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

ARTICLE 6. INSURANCE

The Contractor shall obtain all insurance required by the District and provide proof thereof at least 10 days prior to the start of the Work, and include for the following insurance amounts:

| | |
|--------------------------------|---|
| Commercial General Liability: | \$1,000,000 per occurrence/\$2,000,000 in the aggregate for bodily injury, personal injury and property damage |
| Business Automobile Liability: | \$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages |
| Workers Compensation | In the amounts required under Florida Statutes |

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Work or this Contract. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the District. The District is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the District or acts or omissions of the Contractor in connection with providing Services pursuant to this Contract. The Certificate must include the following as additional insured parties:

Coquina Water Control District
17429 NW 242nd Street
Okeechobee, FL 34972

ARTICLE 7. TERMINATION

a) For convenience: The District, at its sole discretion, reserves the right to terminate this contract with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the contract. The District shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The District shall be the sole judge of "reasonable costs."

b) For default: The District reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure

the default within the time specified, the District may then terminate the subject contract by providing written notice to the Contractor.

c) Availability of funds: If the term of this contract extends beyond a single fiscal year of the District, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the District. The Board shall be the final authority as to availability of funds and how such funds are to be allotted and expended. In the events funds for the project/purchase are not made available or otherwise allocated, the District may terminate this contract upon thirty (30) days prior notice to the Contractor.

ARTICLE 8. PUBLIC RECORDS

- i. Contractor shall comply with Florida public records laws, specifically to:
- ii. Keep and maintain public records required by the District to perform the service.
- iii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iv. 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 Contractor does not transfer the records to the District.
- v. Upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE COQUINA WATER CONTROL DISTRICT, 17429 NW 242nd St OKEECHOBEE, FLORIDA 34972. THE CUSTODIAN OF PUBLIC RECORDS MAY BE CONTACTED BY PHONE AT _____ OR VIA EMAIL AT _____.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- a) Notice. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be via hand delivery, e-mail of not more than 50 mega-bytes (50 MB) in size including attachments, or certified U.S. Mail, (postage prepaid), return receipt requested, or other mail delivery service, such as UPS or Federal Express, to the following addresses:

As to the District:

Coquina Water Control District
17429 NW 242nd Street
Okeechobee, FL 34972

Attn: Superintendent
Email: James.coquinawater@gmail.com

As to the Contractor:

NAME:
ADDRESS:

Attn:
Email:

- b) Headings. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.
- c) Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.
- d) Assignment. Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.
- e) Counterparts and Transmission. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- f) Severability. If any part of this Contract shall be declared unlawful or invalid, the remainder of the Contract will continue to be binding upon the parties.
- g) Governing Law And Venue. This Contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- h) Attorney's Fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- i) Incorporation by Reference. The documents listed below are a part of this Contract and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and conditions as contained in this Contract.

2. Terms and conditions contained in RFP No. _____.
3. Contractor's response to RFP No. _____ and any subsequent information submitted by Contractor during the evaluation and negotiation process.