



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

PURCHASE ORDER

PO Number : S-4200-H0583

Issue Date : 07/01/19

Change Order :



NICOLE "NIKKI" FRIED, COMMISSIONER

S H T I O P	DEPARTMENT OF AGRICULTURE	I T N O V	DIVISION OF ADMINISTRATION
	OFFICE OF AG WATER POLICY, ELLIOTT BLDG. 401 SOUTH MONROE STREET TALLAHASSEE FL 323399		AG WATER POLICY, ELLIOT BLDG 401 SOUTH MONROE STREET TALLAHASSEE FL 32399
Vendor	MACVICAR CONSULTING INC MACVICAR CONSULT 4524 GUN CLUB ROAD SUITE 201 WEST PALM BEACH FL 33415 0000 Country		FEID CMBE B

ATTACHMENT - BY ACCEPTANCE OF THIS PURCHASE ORDER AGREEMENT, THE VENDOR HEREBY AGREES TO ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND 1 ATTACHMENT(S). FAILURE OF THE VENDOR TO REJECT ANY TERMS AND CONDITIONS IN WRITING WITHIN SEVEN (7) DAYS SHALL CONSTITUTE ACCEPTANCE.

TO BE PAID MONTHLY IN ARREARS UPON RECEIPT OF ITEMIZED INVOICE.

Requestor WEEKS-SAMANIE, ANGELA C Phone 6171706
 Requisition No 70327 Requisition Date 05/14/19 IRR No
 Bid/Contract No
 Contract Manager WEEKS-SAMANIE, ANGELA C
 Contract Term 07/01/19 - 06/30/20
 Freight Code INC FRT INCLUDED IN PRICE
 Tax Code SSX STATE SALES TAX EXEMPT
 FOB Destination
 Change Order No Change Order Description

ITEMS

Line Item	Commoditycode	Item Description	Quantity Unit	Unit Price Discount	Extended Total
1	77101700	Provide professional consulting services for the period: July 1, 2019 thru June 30, 2020, in order to assist the Department in monitoring, understanding and influencing the water related issues important to agriculture in South Florida. These include Lake Okeechobee Planning and Management, The Comprehensive Everglades Restoration Plan, South Dade Water Management, Restoration Strategies Project Components and Policy Development. See Attached Proposal.	1 JOB	35,000.00 0	35,000.00
PO Total					35,000.00



PURCHASE ORDER

PO Number : **S-4200-H0583**

Issue Date : **07/01/19**

Change Order :

Deliver on or Before **06/30/20**

Created By **BENNETE**

Purchase Type **Q** Consultants' Competitive Negotiation Act [s. 287.055, FS]

Additional Conditions

Special Ship To

Special Category

CHARGE CODES

Org	Div	Bur	Sec	Sub	Eo	Object	Amount	Fund Description	App Cat
42	01	01	12	009	L8	131300	35,000.00	LAND ACQUISITION TRUST FUND D.A	104127
42	01	01	12	047	A7	751000	0.00	GENERAL INSPECTION TRUST FUND D	104127
42	01	01	12	014	A2	751000	0.00	GENERAL INSPECTION TRUST FUND D	100863
42	01	01	12	045	S7	751000	0.00	ADMINISTRATIVE DIVISION-GEN. RE	104127

By : *V. Colin*
 AS AGENT FOR ABOVE NAMED GOVERNMENT ENTITY

PURCHASE ORDER

PO Number : **S-4200-H0583**

Issue Date : **07/01/19**

Change Order :

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS

1. Pursuant to section 287.058(1), F.S., the provisions of Section 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or this agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

2. The Department of Agriculture and Consumer Services shall have the right of unilateral cancellation for the refusal of the Vendor, upon request by the Department's custodian of public records, to provide copies of requested public records, or permit inspection of public records, as required by Section 119.0701(2)(b)(2), F.S.

3. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Any increase in cost may be charged against the vendor. Items received in excess of quantities specified may, at purchaser's option, be returned at the vendor's expense. Substitutions are not permitted.

4. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for terminations or cancellation of this purchase order.

5. The Department shall pay the vendor as specified herein. All bills for amounts due shall be submitted in sufficient detail for a proper preaudit and post audit thereof. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A vendor Ombudsman, whose duties include action as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

6. The following provisions shall apply to all purchase orders UNLESS OTHERWISE INDICATED HEREIN and agreed to by the purchaser:

- a) All purchases are F.O.B. Destination, transportation charges prepaid.
- b) Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the vendor.
- c) No extra charges shall be applied for boxing, crating, packing, or insurance.
- d) The following delivery schedule shall apply: 8:00 a.m. - 4:00 p.m., Monday through Friday, excluding legal holidays.

7. By acceptance of this purchase order agreement, the vendor hereby agrees to all terms and conditions of this purchase order and any associated attachments. Failure of the vendor to reject any terms or conditions in writing within seven (7) days shall constitute acceptance. Notwithstanding any provision of this purchase order to the contrary, the parties agree that this purchase order may be cancelled by either party for its convenience giving 30 days written notice.

8. The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in-equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

9. A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not 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, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

10. In accordance with section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

11. Transaction Fee: Vendors shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

12. Pursuant to Section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

13. Unless specifically addressed in an attachment to this purchase order, intellectual property rights to preexisting property will remain with the vendor. The vendor shall indemnify and hold harmless the Department and its employees from any liability including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the vendor. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the vendor for the Department will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.



May 3, 2019

Angela Weeks-Samanie, FCCM, CPM
Senior Management Analyst Supervisor
Office of Agricultural Water Policy
Florida Department of Agriculture and Consumer Services
The Mayo Building
407 South Calhoun Street, Mail Stop E1
Tallahassee, FL 32399-0800

RE: New Contract Agreement for July 1, 2019 - June 30, 2020

Dear Ms. Weeks-Samanie,

The firm MacVicar Consulting, Inc. (Contractor) is pleased to provide assistance to the Florida Department of Agriculture and Consumer Affairs as described in the Scope of Work shown below for a fixed fee of \$35,000.00 for the period July 1, 2019 to June 30, 2020.

Scope of Work

The Contractor shall provide the following services for a period of 12 months from date of execution of the contract.

The Contractor shall furnish professional consulting services in order to assist the Department in monitoring, understanding and influencing the water related issues important to agriculture in South Florida. These include:

1. Lake Okeechobee Planning and Management
 - a. Participation in the periodic scientist conference calls hosted by the Corps of Engineers.
 - b. Participation in planning process for the development of a new Lake Okeechobee Regulation Schedule by the Corps..
 - c. Development and implementation of the water allocation process during declared water shortages.
2. The Comprehensive Everglades Restoration Plan.
 - a. Represent the interests of agriculture during the various processes associated with the project planning for various CERP projects as requested.
 - b. Track the implementation of components of the CERP and the development of project specific operating plans.
 - c. Participate in meetings related to the policy aspects of the CERP such as water Reservations, Assurance to Water Users and the Savings Clause.
3. South Dade Water Management
 - a. Participate in Corps and SFWMD efforts to develop operational plans for the C-111 and Modified Water Deliveries Projects.
 - b. Develop analyses of flooding in south Dade and represent agriculture in public meetings.
 - c. Review and report on current operations of the south Dade system and its impact on agriculture.
 - d. Develop presentation materials as necessary.

4524 Gun Club Road, Suite 201 • West Palm Beach, Florida 33415
Phone (561) 689-1708 • Web: macvicarconsulting.com

FOR P.O. # S-4200 H0593
ATTACHMENT # 1
PAGE 1 OF 2

4. Restoration Strategies Project Components.
 - a. Track the implementation of projects associated with the Restoration Strategies Plan. Participate in the development of operating plans for new project components.
 - b. Interact with agricultural interests on the implementation of the Bolles East Canal Project.
5. Policy Development
 - a. Comment on State versus Federal authority in water allocation and other aspects of water management.
 - b. Monitor the development of rules by the SFWMD and FDEP related to BMPs, drought management and wetland regulation.

At the request of the Department, the Contractor's staff will advise Department representatives, attend meetings on key issues, appear on behalf of, or in conjunction with the Department or its staff and perform other consulting related activities as appropriate.

Projected Work Effort

The work load on each specific item described in the Scope of Work will vary over time depending on what topic is most active. With the Lake management issues shifting to the low stage side, the issues related to the new Lake Okeechobee System Operating Manual will dominate the coming year. Operational Planning in Miami-Dade County will continue in the coming year with the development of the Combined Operating Plan (COP). In total it is projected that MacVicar consulting will provide an average of 25 hours per month in the next fiscal year supporting the FDACS team engaged in the items listed above.

The professional services under this contract are provided primarily by Tom MacVicar, Bill Baker and Len Lindahl and are usually billed at an average hourly rate of \$175 per hour.

We are grateful for the opportunity to assist the Department and look forward to continuing this productive collaboration. Thank you.

Sincerely,

Thomas K. MacVicar

Thomas K MacVicar, P.E.
President

FOR P.O. # S-4200 110583
ATTACHMENT # 1
PAGE 2 OF 2



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

DELEGATION OF AUTHORITY

I am the Contract Manager for Contract/Purchase Order Number 110583 for the Florida Department of Agriculture and Consumer Services.

I understand that per the policy of the Florida Department of Financial Services, it is my responsibility to approve all invoice payments related to the above-referenced contract/purchase order. Accordingly, I understand that it is my responsibility to sign all payment documents that need my signature for payment approval, including the Summary of Contractual Service Agreement.

I am designating the following person(s) to approve and sign in my absence all payment documents.

Roy Neel

James Fort

Paula Donaldson

Angela Weeks-Samanie

Contract Manager Name (Print)

weeksa Digitally signed by weeksa
Date: 2019.01.10 10:57:12 -05'00'

Contract Manager Signature

Date