

REQUEST FOR BIDS #25-4832
WC-2 FLOOD CONTROL STRUCTURE REPLACEMENT
SUMTER COUNTY, FLORIDA

The below Reference Documents are Exempt and are available through the submission of the District's standard Exempt Documents Distribution Agreement per chapter 119, Florida Statutes, as stated in the Exempt and Confidential Documents section of the RFB.

- Figure 1 – RFB 25-4832 Construction Plans
- Figure 2 – RFB 25-4832 Technical Specifications
- Figure 3 – RFB 25-4832 Report of Geotechnical Exploration
- Figure 4 – RFB 25-4832 WC-2 Decision Support Modeling Technical Memorandum
- Figure 5 – RFB 25-4832 Topographic Survey
- Figure 6 – RFB 25-4832 Structure Inspection Report
- Figure 7 – Structure WC-2 As-Built

To receive figures marked as confidential and/or exempt reference documents as an electronic file or other media as the District may deem appropriate (Exempt Documents), potential bidders must have an authorized representative sign the District's standard Exempt Documents Distribution Agreement (EDDA) form which is provided in the RFB.

A copy of Attachment 9 - District's standard Exempt Documents Distribution Agreement (EDDA) from the RFB has been provided below.

The remainder of this page intentionally left blank.

ATTACHMENT 9
EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (EDDA)
FOR
REQUEST FOR BIDS #25-4832
WC-2 FLOOD CONTROL STRUCTURE REPLACEMENT
SUMTER COUNTY, FLORIDA

THIS EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (Agreement) is made by the undersigned individual, personally, and on behalf of the below named entity (Vendor), in consideration of the Southwest Florida Water Management District (District) considering releasing to Vendor certain documents protected under Chapter 119, Florida Statutes in connection with the above-referenced District solicitation (Solicitation):

Vendor must fully complete, sign and return this Agreement to procurement@watermatters.org before the District will consider releasing any protected documents. The District will review complete, signed Agreements on a first come, first served basis subject to staff availability. Agreements received less than 3 business days before the Solicitation opening date and time will not be reviewed.

1. Purpose. To, in furtherance of Vendor's desire to respond to or otherwise be considered to perform work associated with the Solicitation, request to receive certain Solicitation-related documents (as electronic files or in such other medium as the District may provide) that are confidential and/or exempt from public disclosure as provided by section 119.071(3)(a) and/or (b), Florida Statutes (attached), hereinafter the "Exempt Documents". Vendor and I understand nothing in this Agreement guarantees or requires that the District provide access to the Exempt Documents.
2. Vendor Information.
Vendor Legal Name: _____
Vendor Address: _____
Vendor Contact Name: _____
Vendor Contact Email: _____
Vendor License No(s): _____
Vendor is a/an | ☐ Engineer | ☐ Contractor | ☐ Other: _____
3. Recipient Certification. I, the undersigned individual, personally, and/or as an authorized representative of the Vendor, certify I have read and fully understand the responsibilities and obligations of section 119.071(3), Florida Statutes, and agree that I and/or Vendor shall fully comply with said responsibilities and obligations, including maintaining the exempt and/or confidential status of the Exempt Documents received for so long as any such Exempt Documents are in our possession. I and/or Vendor shall destroy the Exempt Documents, including any lawful copies thereof, in any media lawfully allowed or made by or through Vendor, prior to the Solicitation opening date and time. Vendor and I agree that failure to so comply, including the destruction of the Exempt Documents (and any copies thereof by or through Vendor in any media) goes to our responsibility to be awarded the Solicitation.
4. Violation; Indemnification and Release. A knowing violation of the Public Records Law constitutes a first-degree misdemeanor, punishable by possible criminal penalties of one year in prison, a \$1,000 fine, or both. To the maximum extent allowed by law, I and/or Vendor shall indemnify, defend, and release the District from any claim arising out of or related to my and/or Vendor's failure to comply with Florida's Public Records Law, including maintaining the exempt and/or confidential status of the Exempt Documents and carrying out their destruction as required herein.

By: _____
Date

Name: _____

Title: _____
Authorized Signatory*

*If signatory is not listed on the Florida Division of Corporations (Sunbiz.org) filing, proof of authority must be attached.

Section 119.071(3), F.S. (2024), provides in pertinent part:

119.071 General exemptions from inspection or copying of public records.—

(3) SECURITY AND FIRE SAFETY.—

- (a)1. As used in this paragraph, the term “security or fire safety system plan” includes all:
- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
 - b. Threat assessments conducted by any agency or any private entity;
 - c. Threat response plans;
 - d. Emergency evacuation plans;
 - e. Sheltering arrangements; or
 - f. Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.
2. A security or fire safety system plan or portion thereof for:
- a. Any property owned by or leased to the state or any of its political subdivisions; or
 - b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or fire safety system plans held by an agency before, on, or after April 6, 2018.
3. Information made confidential and exempt by this paragraph may be disclosed:
- a. To the property owner or leaseholder;
 - b. In furtherance of the official duties and responsibilities of the agency holding the information;
 - c. To another local, state, or federal agency in furtherance of that agency’s official duties and responsibilities; or
 - d. Upon a showing of good cause before a court of competent jurisdiction.
- (b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.