



**PROCUREMENT OFFICE, BUILDING #4  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
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Posted: November 9, 2018**

**REQUEST FOR BIDS (RFB) 1903  
FOR  
QUANTITATIVE AND/OR QUALITATIVE SOCIAL RESEARCH**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for Quantitative and/or Qualitative Social Research. These services are more specifically described in this Request for Bids (RFB). The successful Bidder, hereinafter Contractor, will deliver the required services and render the required goods/services F.O.B. destination.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
RFB 1903  
QUANTITATIVE AND/OR QUALITATIVE SOCIAL RESEARCH

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## **PART I – INTRODUCTION**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for quantitative and/or qualitative social research. Bidders are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered items under this RFB. No additional allowances will be made due to a lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). Bidders receiving solicitations from the District's Internet website are responsible for regularly checking the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org).
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB must be sent to the District at the address set forth in the heading of this RFB, and to the Bidder at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions or clarifications concerning this RFB shall be submitted in writing to the District's Procurement Office by e-mail: [christy.aulicino@watermatters.org](mailto:christy.aulicino@watermatters.org) or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than seven (7) working days prior to the bid opening date. Bidders are responsible for regularly checking the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form with all blanks filled in. To be considered a valid bid, two (2) signed ORIGINALS (marked original), and one (1) USB flash drive containing an exact Adobe™ Portable Document Format File (.PDF) must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Thursday, November 29, 2018 at 2:30 p.m. ET (Eastern Time)**. Bids that are not received by this specified due date and time will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this due date and time and will remain binding upon the Bidder for a period of 90 days thereafter.
- 1.6 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Paragraph 1.1, Internet Availability. Bidders receiving the RFB from the District's Internet website are responsible for regularly checking the website for any changes or addenda related to this RFB.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all Bidders. No Bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the specified due date and time set forth in Paragraph 1.5, Bid Receipt and Opening, if the District receives a signed written request to withdraw a bid from an authorized representative of the Bidder.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the Bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the Bidder must be initialed.

- 1.10 SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and the specified due date in Paragraph 1.5, Bid Receipt and Opening, must be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the **outer** envelope.
- 1.11 REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscured or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a Bidder and its contractors to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed contractors to ensure acceptability.
- 1.13 REFERENCES.** Each Bidder must provide references, other than the District, who can verify the Bidder's qualifications and past performance record on services of similar scope, as may be more specifically described in Attachment 2, Reference Form.
- 1.14 BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of the Bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watmatters.org/procurement>, and [www.demandstar.com](http://www.demandstar.com). Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.

The District will award the contract in accordance with Paragraph 4.1, Basis for Award of Agreement.

- 1.14.1** The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899.
- 1.14.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.
- 1.15 BID PROTESTS.** Any Bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.16 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 1.17 EXECUTION OF AGREEMENT.** By submitting a bid, the Bidder agrees to all the terms and conditions of this RFB. If a Bidder desires to propose a change to a term or condition herein, the Bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. The District's execution of the Bid Response Form of the Bidder shall result in a binding agreement without further action by either

party. The Contractor must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded this Agreement. The terms and conditions of this RFB constitute the contractual relationship between the Contractor and the District.

- 1.18 LAW COMPLIANCE.** The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
- 1.19 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this solicitation, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Bidder's bid.

## **PART II - GENERAL CONDITIONS**

- 2.1 TERM.** This Agreement will be effective upon execution of the Bid Response Form by both parties and will remain in effect for five (5) years, unless terminated or amended. A new Purchase Order will be issued for each of the District's fiscal years (October 1 through September 30) for the services to be performed within that fiscal year and all fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.
- 2.2 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.3 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. The Contractors' failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District.
- 2.3.1** The Contractor shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) 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 by law; (3) 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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, 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 this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at [RecordsCustodian@SWFWMD.state.fl.us](mailto:RecordsCustodian@SWFWMD.state.fl.us), or at the following mailing address:**

**Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

- 2.4 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., 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 to provide any 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 be awarded or perform work as a bidder, supplier, contractor, 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 following the date of being placed on the convicted vendor list. By submitting its bid, the Bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.5 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of the Contractor's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 2.6 INDEMNIFICATION.** The Bidder and subsequent Contractor agree to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement. This Paragraph shall survive the expiration or termination of the Agreement.
- 2.7 SUBCONTRACTORS.** Nothing in this RFB or the resulting Purchase Order will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the Contractor.
- 2.8 DISADVANTAGED BUSINESS ENTERPRISES.** The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this RFB. Invoice documentation submitted to the District under an Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to the Agreement, to the extent the Contractor maintains such information.
- 2.9 DEFAULT.** Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.
- 2.10 REMEDIES.** Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorney's fees and costs and attorney's fees and cost on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under



Florida law for any breach of this Agreement. The District's waiver of any Contractor's obligation will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

**2.11 INSURANCE.** The Agreement resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

**2.11.1** Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, including aircraft and watercraft liability, with the following minimum limits and coverage:

Per Occurrence..... \$1,000,000

As applicable, supplemental liability insurance must include explosion, underground and collapse hazard (XCU).

**2.11.2** Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person..... \$100,000  
Bodily Injury Liability per Occurrence ..... \$300,000  
  
Property Damage Liability..... \$100,000  
  
or  
Combined Single Limit..... \$500,000

**2.11.3** The District and its employees, agents, and officers **must be named as additional insured** on the general liability policy to the extent of the District's interests arising from the Agreement.

**2.11.4** The Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.

**2.11.5** The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFB. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

**2.11.6** The Contractor shall require and obtain certificates of insurance from any subcontractor otherwise the Contractor acknowledges that any and all coverage is afforded to the subcontractor by the Contractor's insurance policies and is not the responsibility of the District.

**2.12 ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected. The Contractor will perform a complete and finished job of the scope designated in the Agreement whether the final quantities are more or less than those estimated. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the bid price(s) submitted in the response to this RFB.

**2.13 HOURS OF WORK.** Working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than the above will be considered overtime work for the District. Any services required of the District or its duly authorized representative during overtime hours will be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours actually required multiplied by an hourly rate of One Hundred Sixty Dollars (\$160) per hour.

## **PART III – SCOPE AND SPECIFICATIONS**

- 3.1 SCOPE.** It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when ordered, to the District, quantitative and/or qualitative social research services for the District. The services will be provided to the District on an as-needed basis. The services include a combination of surveys, quick surveys, web panels, focus groups, mini focus groups and/or triads based upon the needs of the District as outlined in Paragraph 3.2 below. The District reserves the right to select the appropriate research method to meet District needs as they surface during the project period. Final timelines and amount to be invoiced by task for selected methods will be agreed upon by the District and by the Contractor.
- 3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.** The research will be structured to identify behaviors, knowledge, attitudes, demographics, psychographics and opinions of residents Districtwide, District Planning Region and/or by county. The research will be used (1) to design messages and educational programs that are more likely to result in an educated public, (2) to design messages and educational programs that are likely to lead to the conservation and protection of regional water resources, (3) to assist in evaluating program success, (4) to aid in achieving specific Districtwide and/or regional outreach goals and (5) to track the public's perception of the District. The Contractor must have sufficient resources to conduct Random Digit Dialing (RDD) telephone surveys, online web surveys, and to conduct online panels, focus groups and/or triads to meet the requirements.
- 3.2.1 MINIMUM QUALIFICATIONS.** The Bidder must have conducted at least ten (10) surveys and ten (10) focus groups or triads similar in scope and size to this RFB in the last 10 years as may be more specifically described in Attachment 2, Reference Form. The Bidder's experience and expertise in the business of quantitative and qualitative social research must include that the Bidder has provided recommendations to the research sponsor on how to use results of surveys and focus groups or triads to craft effective messages and education efforts.
- 3.2.2 GENERAL RESPONSIBILITIES.**
- 3.2.2.1** Schedule and conduct a collaborative work session with District staff at District headquarters (2379 Broad Street, Brooksville, FL 34604) to discuss research goals and to select the appropriate type of research to meet those goals prior to scheduled research projects. The work session would include a discussion of potential research respondents, potential questions, and the ultimate application of information gathered by the research.
  - 3.2.2.2** Offer guidance in best research methods, practices and uses.
  - 3.2.2.3** Submit a research plan and a timeline to the District outlining the plan to collect the necessary qualitative and/or quantitative data to guide and evaluate campaigns and/or gather the perceptions of District residents.
  - 3.2.2.4** Develop questionnaire and/or other research components as needed and attain District review and approval.
  - 3.2.2.5** Conduct research within approved timelines. Timelines will be agreed upon by the District and by the Contractor.
  - 3.2.2.6** Submit a draft report and meet with District staff to evaluate the results of quantitative and/or qualitative studies.
  - 3.2.2.7** Meet for a minimum of three face-to-face meetings during the project. These face-to-face meetings may be collaborative work sessions or meetings to discuss research results. In addition, the Contractor shall be available for teleconferences and other communication. The District reserves the right to reduce or add to the number of face-to-face meetings.
  - 3.2.2.8** Allow the District the right to select the appropriate research method to meet specific project needs as they surface during the project.
  - 3.2.2.9** Follow generally accepted market and survey research principles and adhere to the market research rules and procedures as detailed by the American Association for Public Opinion Research and the American Marketing Association.



**3.2.3 QUANTITATIVE RESEARCH RESPONSIBILITIES.** If determined by the District as the best research method, the Contractor will conduct surveys.

The Contractor will:

- 3.2.3.1** Meet or exceed an overall confidence rating of 95% with a margin of error no greater than +/-5% districtwide, in each county or in each District Planning Region (Northern, Tampa Bay, Heartland and Southern [see Attachment 6, District Planning Regions Map]), using a 50/50 split-conservative number principle for population over 1,000,000.
- 3.2.3.2** The District requires data that can be segmented by Planning Region and county.
- 3.2.3.3** Ensure only adults (minimum 18 years old) who are residents of the District will be interviewed.
- 3.2.3.4** Outline which methods will be used to complete the research. Survey data will be representative of knowledge, attitudes, behaviors and opinions of District residents, and the survey respondents' demographic data will match the demographics of District residents based on the latest Census data available. The District's counties and boundary lines are provided in Attachment 6, District Planning Regions Map.
- 3.2.3.5** Develop survey instruments that will efficiently gather the necessary data to meet research goals, review the instruments with the District project manager and explain how each question will be used to provide actionable results.
- 3.2.3.6** Pretest each survey instrument with a small group of respondents, submit to the District a report of findings and suggested changes to the survey instrument and make appropriate changes to the survey instrument as approved by the District.
- 3.2.3.7** Obtain final approval from the District for any and all survey formats before data is collected.
- 3.2.3.8** Reach respondents through telephone, direct mail, door-to-door, a web-based option or other similar methods. The Contractor will propose the method or mix of methods to collect data from the residents with an explanation of strategy rationale. Final methods to be determined with District input and approval.
- 3.2.3.9** Tabulate survey responses by survey question. Results will be cross-tabulated by question based on District area, District Planning Region or county (as applicable), and agreed upon demographic data. Other cross tabulations of this data, as well as comparisons to other recent survey data, may be required.
- 3.2.3.10** Ensure the quality of the data recorded.
- 3.2.3.11** Prepare a draft and final report for each survey conducted. The format of all reports will be as listed below.
  - ✓ Cover page including project name, date research was conducted and District project manager
  - ✓ Executive summary will include:
    - Introduction
    - Background
    - Project goals(s) and objective(s)
    - Method of data collection
    - Dates of data collection
    - Key findings
    - Data interpretations
    - Conclusions and recommendations
  - ✓ Findings section with graphical representation of all data findings
  - ✓ Appendix section (if applicable)
  - ✓ Final survey tool(s) and instrument(s)
  - ✓ Raw data in Excel format
  - ✓ Cross tabulations and, if requested, predictive model(s) including recommendations and interpretations
  - ✓ PowerPoint presentation
  - ✓ Trend analysis, if the District provides past reports and data

- 3.2.3.12** Present the findings of the report in person, if requested to do so by the District.
- 3.2.3.13** Incorporate any revisions to the draft report based on District comments and submit final report, executive summary and PowerPoint presentation in electronic format.
- 3.2.3.14** Make recommendations based on research results how the District should best use the data to structure its messages and educational programs and materials to assist in achieving specific Districtwide and/or regional outreach goals.
- 3.2.3.15** If a panel survey is conducted, Contractor will:
  - 3.2.3.15.1** Develop a draft survey instrument that will efficiently gather the necessary data to meet the research goals, review the instrument with the District project manager and explain how each question will be used to provide actionable results.
  - 3.2.3.15.2** Pretest each survey instrument with a minimum of 15 respondents, submit to the District a written report of findings and suggested changes to the survey instrument and make appropriate changes to the survey instrument as approved by the District.
  - 3.2.3.15.3** Obtain final approval from the District for any and all survey formats before data is collected.
  - 3.2.3.15.4** Conduct an online panel survey. Email addresses will not be supplied by the District.
  - 3.2.3.15.5** Ensure the quality of data recorded.
  - 3.2.3.15.6** Prepare a draft and final report for each survey conducted. The format of all reports will be as listed below.
    - ✓ Cover page including project name, date research was conducted and District project manager
    - ✓ Executive summary will include:
      - Introduction
      - Background
      - Project goals(s) and objective(s)
      - Method of data collection
      - Dates of data collection
      - Key findings
      - Data interpretations
      - Conclusions and recommendations
    - ✓ Findings section with graphical representation of all data findings
    - ✓ Appendix section (if applicable)
    - ✓ Final survey tool(s) and instrument(s)
    - ✓ Raw data in Excel format
    - ✓ Cross tabulations and, if requested, predictive model(s) including recommendations and interpretations
    - ✓ PowerPoint presentation, if requested
    - ✓ Trend analysis, if the District provides past reports and data
  - 3.2.3.15.7** Present the findings of the report in person, if requested to do so by the District.
  - 3.2.3.15.8** Incorporate any revisions to the draft report based on District comments and submit final report, executive summary and PowerPoint presentation in electronic format.
  - 3.2.3.15.9** Make recommendations based on research results how the District should best use the data to structure its messages and educational programs and materials to assist in achieving specific Districtwide and/or regional outreach goals.

**3.2.4** **QUALITATIVE RESEARCH PLAN.** If determined by the District as the best research method, the Contractor will conduct focus groups, mini focus groups, triads interviews and/or web panels. The District reserves the right to substitute research methods as necessary based on project needs.

- 3.2.4.1** If focus groups are conducted, the Contractor will:

- 3.2.4.1.1** Develop a focus group protocol and moderator's guide that efficiently gather the necessary data for 60- to 90-minute (or an agreed upon amount of time) discussions in the designated areas of the District.
- 3.2.4.1.2** Review the protocol and moderator's guide with the District's project manager and explain how each question will be used to provide actionable results.
- 3.2.4.1.3** Ensure that a cross sample of residents are recruited for participation. The Contractor can incorporate a mix of intercept, telephone, web and mail recruitment to gather enough participants for each group. The Contractor and the District project manager will determine screening criteria prior to focus group sessions being conducted.
- 3.2.4.1.4** Provide monetary incentives, between \$50-\$100 for each participant, and light refreshments for all focus group participants. These costs are included in the total budget for the project and are the sole responsibility of the Contractor and shall be paid by the Contractor prior to requesting reimbursement.
- 3.2.4.1.5** Provide a Spanish-speaking moderator if needed.
- 3.2.4.1.6** Hold focus group sessions throughout the District, county or District Planning Region to validate consistency in answers, unless the District dictates otherwise.
- 3.2.4.1.7** Ensure a minimum of six participants in each focus group by recruiting at least 12 people per group.
- 3.2.4.1.8** Coordinate with the District to use District offices for focus groups if doing so won't adversely impact the research results. The District will help coordinate getting other space free of charge if possible. If space must be rented, coordination and costs are the sole responsibility of the Contractor.
- 3.2.4.1.9** Record the audio and video between the moderator and participants.
- 3.2.4.1.10** Transcribe the discussion from all focus group sessions. Provide the audio files, DVD recording of the groups and the full transcripts of discussions. Specific quotes and conversation themes will be explicit in the final document.
- 3.2.4.1.11** Give strategic suggestions on how to use the qualitative data to guide future education and outreach programs.
- 3.2.4.1.12** Prepare one draft and final report for all focus groups conducted:
  - ✓ Cover page including project name, date research was conducted and District project manager
  - ✓ Executive summary will include:
    - Introduction
    - Background
    - Project goals(s) and objective(s)
    - Method of data collection (to include resident selection protocol)
    - Dates of data collection
    - Key findings
    - Interpretations
    - Conclusions and recommendations
  - ✓ Appendix section (full transcript)
  - ✓ Final moderator tool(s)
  - ✓ PowerPoint presentation (if requested)
- 3.2.4.1.13** Present the findings of the report in person, if requested to do so by the District.
- 3.2.4.1.14** Incorporate any additional revisions to draft report based on District comments and submit final report, executive summary, focus group transcripts, and PowerPoint presentation in electronic format.
- 3.2.4.1.15** Provide the District with videotapes and audio recordings of all focus groups.

**3.2.4.1.16** Make recommendations based on research results how the District should best use the data to structure its messages and educational programs and materials to assist in achieving specific Districtwide and/or regional outreach goals.

**3.2.4.2** If mini focus groups or triads are conducted, the Contractor will:

**3.2.4.2.1** Develop a mini focus group or triad protocol and moderator's guide that efficiently gather the necessary data for discussions in the designated areas of the District.

**3.2.4.2.2** Review the protocol and moderator's guide with the District's project manager and explain how each question will be used to provide actionable results.

**3.2.4.2.3** Ensure that a cross sample of residents are recruited for participation. The Contractor can incorporate a mix of intercept, telephone, web and mail recruitment to gather enough participants for each group. The Contractor and the District project manager will determine screening criteria prior to mini focus group or triad sessions being conducted.

**3.2.4.2.4** Conduct mini focus groups of 4-6 participants each or triads of 3 participants each. Groups will be held throughout the District, county or District Planning Region to validate consistency in answers, unless the District dictates otherwise.

**3.2.4.2.5** Provide monetary incentives, between \$50-\$100 for each participant, and light refreshments for all mini focus group or triad participants. These costs are included in the total budget for the project and are the sole responsibility of the Contractor, and shall be paid by the Contractor prior to requesting reimbursement.

**3.2.4.2.6** Provide a Spanish-speaking moderator if needed.

**3.2.4.2.7** Coordinate with the District to use District offices for mini focus groups or triads if doing so won't adversely impact the research results. The District will help coordinate getting other space free of charge if possible. If space must be rented, coordination and costs are the sole responsibility of the Contractor.

**3.2.4.2.8** Record the audio and video between the moderator and participants.

**3.2.4.2.9** Transcribe the discussion from all mini focus group and triad sessions. Provide the audio files, DVD recording of the groups and the full transcripts of discussions. Specific quotes and conversation themes will be explicit in the final document.

**3.2.4.2.10** Give strategic suggestions on how to use the qualitative data to guide future education and outreach programs.

**3.2.4.2.11** Prepare one draft and final report for all mini focus groups or triads conducted:

- ✓ Cover page including project name, date research was conducted and District project manager
- ✓ Executive summary will include:
  - Introduction
  - Background
  - Project goals(s) and objective(s)
  - Method of data collection (to include resident selection protocol)
  - Dates of data collection
  - Key findings
  - Interpretations
  - Conclusions and recommendations
- ✓ Appendix section (full transcript)
- ✓ Final moderator tool(s)
- ✓ PowerPoint presentation (if requested)

**3.2.4.2.12** Present the findings of the report in person, if requested to do so by the District.

- 3.2.4.2.13 Incorporate any additional revisions to draft report based on District comments and submit final report, executive summary, mini focus group or triad transcripts, and PowerPoint presentation in electronic format.
- 3.2.4.2.14 Provide the District with videotapes and audio recordings of all mini focus groups or triads.
- 3.2.4.2.15 Make recommendations based on research results how the District should best use the data to structure its messages and educational programs and materials to assist in achieving specific Districtwide and/or regional outreach goals.

#### **PART IV – BID RESPONSE**

**4.1 BASIS FOR AWARD OF AGREEMENT.** The District will award the agreement to the lowest responsive, responsible Bidder. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

**4.1.1 SATISFACTORY REFERENCES.** Bid references must be provided as required by this RFB.

**4.1.2 ACKNOWLEDGMENT OF ADDENDA.** The Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

**4.1.3 SUBMITTALS.** The Bidder must submit all documentation required under this RFB, including but not limited to 3.2, General Requirements and Technical Specifications.

**4.1.4 COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The Bidder must provide costs for all bid items.

**4.1.4.1 Bid and Contract forms required with bid submission:**

- Attachment 1 - Bid Response Form
- Attachment 2 - Reference Form
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 4 - Public Entity Crimes Statement

**4.1.4.2 Sample Forms referenced in this RFB:**

- Attachment 5 - Purchase Order Terms and Conditions
- Attachment 6 - District Planning Regions Map

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**ATTACHMENT 1  
 BID RESPONSE FORM  
 FOR  
 BID NUMBER RFB 1903**

The District reserves the right to select the appropriate research method to meet District needs as they surface during the project period. Final timelines and amount to be invoiced by task for selected methods will be agreed upon by the District and by the Contractor.

Provide costs in the “Amount to be Invoiced” column below. All incentives, facility rental costs and travel expenses incurred will be the responsibility of the selected Contractor and must be included.

The Bidder agrees to furnish and to deliver as indicated, FOB destination as provided in Part 3 of this RFB, for the prices quoted thereon as follows:

<b>TIMELINE AND RESEARCH DELIVERABLES</b>	<b>AMOUNT TO BE INVOICED</b>
<b>SURVEYS</b>	
Criteria includes:	
<ul style="list-style-type: none"> <li>• Collaborative work session with District staff to discuss research goals and overall research plan</li> <li>• Written research plan and timeline</li> <li>• Draft pretest survey instrument delivered to District for comment</li> <li>• Survey pretest report and final version of survey</li> <li>• Conduct pretest survey - Sample size for the 95% confidence level <math>\pm 5\%</math> sampling error, using 50/50 split-conservative number principle for population over 1,000,000.               <ul style="list-style-type: none"> <li>○ <u>Springs Counties Survey</u>: n = 1,152 (384 per County [Citrus, Hernando and Marion])</li> <li>○ <u>Regional Survey</u>: n = 384 per Planning Region</li> <li>○ <u>Districtwide Survey</u>: n=1,536 (384 for each District planning region (Northern, Tampa Bay, Heartland, Southern) with equal representation for the 16-county area).</li> </ul> </li> <li>• Draft report on survey findings</li> </ul>	
Final report, executive summary and PowerPoint presentation on survey findings in electronic format and hard copy format	
<b>Total Cost</b> for Springs Counties Telephone Survey meeting criteria above	
<b>Total Cost</b> for Springs Counties Online Survey meeting criteria above	
<b>Total Cost</b> for Regional Telephone Survey meeting criteria above	
<b>Total Cost</b> for Regional Online Survey meeting criteria above	
<b>Total Cost</b> for Districtwide Telephone Survey meeting criteria above	
<b>Total Cost</b> for Districtwide Online Survey meeting criteria above	
<b>VARIABLE OPTIONS AVAILABLE DEPENDENT ON DISTRICT NEEDS</b>	
Additional collaborative work session or other face-to-face meeting with District staff in addition to the three required by the Scope of Work	
Telephone Survey (requiring only 384 responses) (price per completed survey)	
Online Survey (requiring only 384 responses) (price per completed survey)	
Quick survey (3–7 question telephone survey with 384 responses, with seven-day turnaround) (price per completed survey)	
Focus group (6–8 people) held at District or free facilities	
Mini focus group (3–5 people) held at District or free facilities	
Triad (3 people) held at free facilities	
Web panel (email addresses not supplied by the District, price per completed survey, full report)	
Web panel (email addresses not supplied by the District, price per completed survey, PowerPoint presentation)	
Spanish focus group moderator (per session)	





**ATTACHMENT 2  
REFERENCE FORM  
FOR  
BID NUMBER RFB 1903**

The Bidder must provide a minimum of three and no more than six references, using the format below, to demonstrate the Bidder has conducted at least ten (10) surveys and ten (10) focus groups or triads similar in scope and size to this RFB in the last 10 years. These references must come from sources other than the District. The references must demonstrate the Bidder's experience and expertise in the business of quantitative and qualitative social research and demonstrate that the Bidder has provided recommendations to the research sponsor on how to use results of surveys and focus groups or triads to craft effective messages and education efforts. Specific services, locations and contact information to whom the services were performed must be provided.

Bidder Name: \_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Overview of Services Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Overview of Services Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Business/Owner Name: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Overview of Services Performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3  
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
FOR  
BID NUMBER RFB 1903**

The Bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace.
  - 2.2 The Bidder's policy of maintaining a drug-free workplace.
  - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
  - 4.1 Abide by the terms of the statement.
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

---

---

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Company: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative Date

**ATTACHMENT 4  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
BID NUMBER RFB 1903**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

\_\_\_\_\_ (print individual's name and title)

for

\_\_\_\_\_ (print name of entity submitting sworn statement)

Whose business address is

\_\_\_\_\_ and (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):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor 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.
5. I understand that "person" as defined in Section 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 bids or applies to bid 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 management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

- \_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has 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 its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.**

BIDDER: \_\_\_\_\_  
 (Signature) Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_\_\_  
 by \_\_\_\_\_ as \_\_\_\_\_  
 of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of  
 the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_  
 Notary Public, State of Florida Commission No: \_\_\_\_\_  
 My Notary Commission Seal:

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**ATTACHMENT 5  
PURCHASE ORDER TERMS AND CONDITIONS  
FOR  
BID NUMBER RFB 1903**

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.

9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

#### **SERVICES - ADDITIONAL TERMS AND CONDITIONS**

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

## **ALTERNATIVE TERMS AND CONDITIONS**

**If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:**

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

**If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:**

23. Contractor's liability is limited as provided in this Section 22. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

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ATTACHMENT 6  
DISTRICT PLANNING REGIONS MAP  
FOR  
BID NUMBER RFB 1903

