



**PROCUREMENT OFFICE, BUILDING #4  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
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BROOKSVILLE, FLORIDA 34604-6899  
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Posted: July 19, 2019**

**REQUEST FOR BIDS (RFB) 1906  
FOR  
DISTRICTWIDE TELECOMMUNICATION SERVICES**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Districtwide Telecommunication Services. **The award will be made to a single bidder.** These services are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will render the required services F.O.B. destination point at the District service office locations.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
RFB 1906  
TELECOMMUNICATION SERVICES**

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## **PART I – INTRODUCTION**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to provide telecommunications services for District locations (service office locations). Bidders are required to carefully examine the scope of services and be thoroughly informed regarding any-and-all conditions and requirements that may in any manner affect the provided services 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. The District reserves the right to delete or add additional related services during the term of the contract. 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 to recheck 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). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (voice).
- 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: [nikitra.king@watermatters.org](mailto:nikitra.king@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 ten (10) 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 a completed Bid Response Form (See Attachment 1) along with all other documentation required under this RFB. Two (2) hard copies with original signatures and one (1) USB flash drive with one (1) exact copy of the signed original document in electronic format as an Adobe PDF (Portable Document Format) file 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 the due date and time of **Wednesday, August 21, 2019 at 2:00 p.m. ET (Eastern Time)**. Bids that are not received by this specific office by the 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 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 bidders will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the District. Bidders are responsible for all costs associated with the preparation of its bid.

- 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 **LUMP SUM PRICE BID.** The lump sum price bid must be written on the Bid Response Form and include the bid breakouts where indicated. The bid price must be stated in both words and numbers, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in numbers, the former will govern.
- 1.12 **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.
- 1.13 **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 subcontractors 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 subcontractors to ensure acceptability.
- 1.14 **REFERENCES.** Each bidder must provide at least three (3) 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.
- 1.15 **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.

- 1.15.1 The Notice of Intent to Award will be posted in the District's web site <http://www.watmatters.org/procurement>, at [http://www.demandstar.com/](http://www.demandstar.com) and 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.
- 1.15.2 Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment. Bid recaps and bid tabulations will not be provided by telephone or fax.
- 1.16 **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.

- 1.17 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.
- 1.18 AGREEMENT.** By submitting a bid, the bidder agrees to all the terms and conditions of this RFB, including the Agreement Terms and Conditions (Attachment 5). 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 Contractor 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 Agreement shall consist of the terms and conditions of this RFB, including all attachments and addenda, and Contractor's response. Any changes to the Agreement must be agreed to through a formal amendment.
- 1.19 LAW COMPLIANCE.** All aspects of the Agreement are subject to and governed by Florida laws. Venue shall lie exclusively in Hillsborough County. The Contractor agrees to comply with 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.
- 1.20 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 the Bid Response Form, the Contractor 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.
- 1.21 AGREEMENT INFORMATION AND EXECUTION.** By submitting a bid, the bidder agrees to all the terms and conditions of this solicitation and those included in the Agreement attached as Attachment 5. The contents of the bid of the successful bidder (Bidder) will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. If a Bidder desires to propose a change to a term or condition of the solicitation or Agreement, the Bidder must submit its request under the procedure set forth in Section 1.10, Technical Questions. Any changes offered by a Bidder in a bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the bid response as though no changes were presented. If Bidder desires for an additional agreement(s) be considered for execution along with the District's Agreement (Attachment 5 – Sample Agreement), the Respondent must provide a copy of the proposed agreement with its response.
- 1.22 PUBLIC ENTITY CRIMES.** In accordance with Section 287.133(2)(a), F.S., the bidder warrants that it has not been placed on the convicted vendor list within the past 36 months.

## **PART II - GENERAL CONDITIONS**

- 2.1 DEFINITIONS – N/A**
- 2.2 TERM.** This Agreement will be effective upon execution of the Bid Response Form by both parties and will remain in effect for three (3) years, unless terminated or amended. All fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.
- 2.3 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.

2.4 **INSURANCE**. See Attachment 5, Agreement Terms and Conditions.

2.5 **MATERIALS, APPLIANCES, EMPLOYEES**. Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

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

### **3.1 SCOPE.**

- 3.1.1 Contractor shall provide network engineering support 24 hours per day, 365 days per year.
- 3.1.2 Contractor shall maintain network monitoring capability and notify the District's technical support services team at the point of any disruption of service.
- 3.1.3 Contractor shall provide monthly web-based bandwidth utilization reporting.
- 3.1.4 Contractor shall install all services and equipment necessary to provide the services under this Agreement.
- 3.1.5 Required services by Contractor shall include dedicated Internet access, full mesh Multiprotocol Label Switching (MPLS), Metro-E, or Native Local Area Network (NLAN), Wide Area Network (WAN) between Service Offices, and Public Switched Telephone Network (PSTN) access to be provided via Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI). The District's goal is to transition to Session Initiation Protocol (SIP) trunk in the future.
- 3.1.6 Contractor shall provide Internet access that supports a Border Gateway Protocol (BGP) private Autonomous System (AS) from Customer Premise Equipment (CPE) and allow dynamic failover between service office locations.
- 3.1.7 Contractor shall provide WAN circuits support Quality of Service-Differentiated Services Code Point (QoS-DSCP) for both Voice Over Internet Protocol (VoIP) and Video, Virtual Local Area Network (VLAN) trunking, pass all customer VLANs, and allow Open Shortest Path First (OSPF) and Enhanced Interior Gateway Routing Protocol (EIGRP) routing between all service offices locations.
- 3.1.8 Contractor shall support the porting in of Telephone Numbers (TNs) for all service office locations.
- 3.1.9 Speeds for services are defined in Megabits per second (Mbps) or Gigabits per second (Gbps). Network latency between any and all Service Offices shall not exceed 30 milliseconds. All services shall be delivered by the Contractor to all Service Offices via fiber optic cabling and have the ability for fiber optic or Ethernet handoff from provider to customer.
- 3.1.10 Contractor shall provide Monthly Recurring Costs (MRC) and Non-Recurring Costs (NRC) for each requested service.
- 3.1.11 Contractor shall maintain and supply current connectivity to all existing connected service office locations detailed in sections 3.2.1.1 through 3.2.1.6 with no additional cost for construction or installation.

### **3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.**

- 3.2.1 Contractor must deliver services (Internet, WAN, and PSTN) via fiber optic cable to the following District service office locations:
  - 3.2.1.1 **2379 Broad Street  
Brooksville, Florida 34604**
  - 3.2.1.2 **7601 Highway 301 North  
Tampa, Florida 33637**
  - 3.2.1.3 **170 Century Boulevard  
Bartow, Florida 33830**
  - 3.2.1.4 **3210 Jacque Lee Lane  
Lakeland, Florida 33803**
  - 3.2.1.5 **3301 Gun Club Road  
West Palm Beach, Florida 33406**
  - 3.2.1.6 **6750 Fruitville Road  
Sarasota, Florida 34240**
- 3.2.2 Note: The service office location in Sarasota has been sold, and the District anticipates moving that service office location on or before March 31, 2020. The District intends to keep the new service office location in the Sarasota area and continue services under this Agreement with the Contractor. The District will notify the Contractor in writing of this action.

**3.3 QUALIFICATIONS AND REQUIREMENTS.** Contractor shall meet the following qualifications:

- 3.3.1 Contractor shall provide a copy of any applicable standard agreement for the services offered in its response.
- 3.3.2 Contractor must be capable of delivering services to devices built on industry standards-based technologies.
- 3.3.3 Contractor shall not exceed maximum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours.
- 3.3.4 The Contractor shall provide a Disaster Recovery Plan for restoring network outages.
- 3.3.5 Network/Transit delay shall not exceed an average of 80 milliseconds over a 5-minute period where the circumstances are under the Internet Service Provider's (ISP's) control.
- 3.3.6 Packet loss shall not exceed an average of .1 percent (.1%) over a 5-minute period where the circumstances are under the ISP's control.
- 3.3.7 Broadband communications services shall be capable of creating a Virtual Private Network (VPN) connection to the District host connections with a minimum of Internet Protocol security/Layer Two Tunneling Protocol (IPsec/L2TP) or Secure Sockets Layer (SSL) tunnels with strong encryption. Point-to-Point Tunneling Protocol (PPTP) does not meet the District's security requirements.

**PART IV – BID RESPONSE**

**4.1 BASIS FOR AWARD OF AGREEMENT.** The District anticipates awarding to the lowest responsive and responsible bidder. Bidders must lump sum pricing shall be for every service office location and all items within that region must be completed. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid or alternative bid submission that, in the judgement of the District, will best serve the needs and the interest of the District. The District reserves the right to delete line items as required to meet budget limitations. 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.

4.1.3.1 The bidder will include any required agreements (e.g. Service Order) that must be signed. Any existing approved terms and conditions with the District should be referenced and provided for the agreement resulting from this bid. The agreement resulting from this bid will supersede any existing agreement with the Vendor for the same services.

**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.

**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
- Attachment 5 – Sample Agreement

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**ATTACHMENT 1**

**BID RESPONSE FORM  
FOR  
BID NUMBER RFB 1906**

The District reserves the right to select the appropriate vendor to meet District needs for telecommunication services for each District service office location.

Provide costs in the "Amount" column below. The bidder understands that the quoted rates must include all the bidder's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Response Form, the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions contained in this RFB and any attachment thereto.

**Bidders are invited to bid on all service office location with complete pricing as lump sum total.**

<b>LOCATION 1 – DISTRICT HEADQUARTERS 2379 BROAD STREET, BROOKSVILLE, FLORIDA</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>TERM (Months)</b>	<b>Monthly Recurring Cost (Each)</b>	<b>Non-Recurring Cost (Each)</b>	<b>TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON- RECURRING COST)</b>
<b>1</b>	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	<b>36</b>			
<b>2</b>	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	<b>36</b>			
<b>3</b>	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	<b>36</b>			
<b>4</b>	WAN-10 Gbps	<b>36</b>			
<b>5</b>	WAN-1 Gbps	<b>36</b>			
<b>6</b>	WAN-100 Gbps	<b>36</b>			
<b>7</b>	WAN-20 Mbps	<b>36</b>			
<b>8</b>	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	<b>36</b>			

**LOCATION 2 – TAMPA SERVICE OFFICE  
7601 US HIGHWAY 301 NORTH, TAMPA, FLORIDA**

ITEM #	DESCRIPTION	TERM (Months)	Monthly Recurring Cost (Each)	Non- Recurring Cost (Each)	TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON- RECURRING COST)
1	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	36			
2	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	36			
3	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	36			
4	WAN-10 Gbps	36			
5	WAN-1 Gbps	36			
6	WAN-100 Gbps	36			
7	WAN-20 Mbps	36			
8	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	36			

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**LOCATION 3 – BARTOW SERVICE OFFICE  
170 CENTURY BOULEVARD, BARTOW, FLORIDA**

ITEM #	DESCRIPTION	TERM (Months)	Monthly Recurring Cost (Each)	Non-Recurring Cost (Each)	TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON-RECURRING COST)
1	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	36			
2	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	36			
3	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	36			
4	WAN-10 Gbps	36			
5	WAN-1 Gbps	36			
6	WAN-100 Gbps	36			
7	WAN-20 Mbps	36			
8	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	36			

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**LOCATION 4 – BARTOW SERVICE OFFICE (KENT)  
3210 JACQUE LEE LANE, LAKELAND, FLORIDA**

ITEM #	DESCRIPTION	TERM (Months)	Monthly Recurring Cost (Each)	Non-Recurring Cost (Each)	TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON-RECURRING COST)
<b>1</b>	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	<b>36</b>			
<b>2</b>	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	<b>36</b>			
<b>3</b>	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	<b>36</b>			
<b>4</b>	WAN-10 Gbps	<b>36</b>			
<b>5</b>	WAN-1 Gbps	<b>36</b>			
<b>6</b>	WAN-100 Gbps	<b>36</b>			
<b>7</b>	WAN-20 Mbps	<b>36</b>			
<b>8</b>	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	<b>36</b>			

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**LOCATION 5**  
**3301 GUNN CLUB ROAD, WEST PALM BEACH, FLORIDA**

ITEM #	DESCRIPTION	TERM (Months)	Monthly Recurring Cost (Each)	Non-Recurring Cost (Each)	TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON-RECURRING COST)
1	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	36			
2	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	36			
3	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	36			
4	WAN-10 Gbps	36			
5	WAN-1 Gbps	36			
6	WAN-100 Gbps	36			
7	WAN-20 Mbps	36			
8	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	36			

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**LOCATION 6 – SARASOTA SERVICE OFFICE  
6750 FRUITVILLE ROAD,  
SARASOTA, FLORIDA**

ITEM #	DESCRIPTION	TERM (Months)	Monthly Recurring Cost (Each)	Non-Recurring Cost (Each)	TOTAL AMOUNT (36 X MONTHLY RECURRING COST + NON-RECURRING COST)
1	Dedicated Internet Access 1 Gbps symmetric (bidirectional)	36			
2	Dedicated Internet Access 500 Mbps symmetric (bidirectional)	36			
3	Dedicated Internet Access 100 Mbps symmetric (bidirectional)	36			
4	WAN-10 Gbps	36			
5	WAN-1 Gbps	36			
6	WAN-100 Gbps	36			
7	WAN-20 Mbps	36			
8	ISDN PRI (ESF/B8ZS) With 100 Direct Inward Dial Numbers	36			
<b>TOTAL LUMP SUM BID:</b>		<b>Words (i.e. Ten Dollars and Zero Cents):</b>		<b>Numbers (i.e. \$10.00):</b>	

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**ATTACHMENT 2**  
**REFERENCE FORM**  
**FOR**  
**BID NUMBER RFB 1906**

The bidder must provide a minimum of three references (using the format below) to demonstrate the bidder or predecessor has successfully engaged in providing substantially similar services within the past five (5) years in business as a broadband telecommunications provider serving governmental agencies. These references must come from sources other than the District. The references must demonstrate the bidder's experience and expertise in the business of specific telecommunications 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 1906**

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 1906**

**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  
AGREEMENT TERMS AND CONDITIONS  
FOR  
DISTRICTWIDE TELECOMMUNICATION SERVICES  
RFB 1906**

1. Independent Contractor. The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.
2. Project Manager and Notices. Each party will provide the other party with the name and address of its Project Manager, in writing. Project Managers will assist with coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses. Notice is effective upon receipt. Any changes to the Project Managers or addresses will be provided to the other party in writing.
3. Scope of Work. Upon receipt of written notice to proceed from the District, the Contractor agrees to perform the services in accordance with the Agreement. Any changes to the Scope of Work and associated costs must be mutually agreed to in a formal written amendment approved by the District and the Contractor prior to being performed by the Contractor. The parties agree that time is of the essence in the performance of each obligation under the Agreement.
4. Compensation. The District agrees to pay the Contractor the amount stated on the Contractor's Bid Response Form for services that are satisfactorily completed, in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The District makes payment electronically through the Automated Clearing House (ACH) process. The Contractor agrees to complete the District's *Vendor Registration Form and Vendor Electronic Payment Authorization Form* to enable payments to be sent to the Contractor electronically. The forms may be downloaded from the District's website at [www.watermatters.org](http://www.watermatters.org) under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the District's Accounts Payable Lead at 352-796-7211, extension 4108.

- 4.1. The District's performance and payment pursuant to the Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget in each Fiscal Year of the Agreement.
- 4.2. All invoices must include the following information: (1) Contractor's name, address and phone number; (2) Contractor's invoice number and date of invoice; (3) District's Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion; (8) Current roster of assigned staff; and (9) Monthly quality evaluation form. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises, based on the requirements contained in Disadvantaged Business Enterprises Paragraph. Invoices that do not conform with this subparagraph will not be considered a proper invoice.
- 4.3. If an invoice does not meet the requirements of the Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the

invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the District.

- 4.4. In the event any dispute or disagreement arises, the Contractor will continue to perform in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the services in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5. By October 5<sup>th</sup> of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30<sup>th</sup>: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. The Contractor's bid includes any travel expenses which may be authorized under this Agreement and reimbursement will be paid in accordance with Section 112.061, F.S., and District's Travel Procedure, as both may be amended from time to time.
- 4.7. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of the Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Districtwide Janitorial Services agreement between the Southwest Florida Water Management District and (Insert CONTRACTOR'S Name) (Agreement No. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.8. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. This subparagraph will survive the expiration or termination of the Agreement.
5. Project Records and Documents. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the performance of the services during or following completion of the services at no cost to the District. Payments made to the Contractor under the Agreement shall be reduced for amounts found to be not allowable under the Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least three (3) years following the expiration or termination of the Agreement. This paragraph, and all subparagraphs, shall survive the expiration or termination of this Agreement.
  - 5.1 Each party shall allow public access to documents and materials made or received by either party 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 that ordinarily and necessarily would be required by the District in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the District would provide the records and 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; and (4) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon

termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

5.2 Pursuant to subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District are exempt from the inspection, examination and duplication of public records provisions of subsection 119.07(1), F.S., and subsection 24(a), Article I of the State Constitution. Information made exempt by subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The Contractor agrees to include the above provision in all agreements with subcontractors that are related to the Contractor's performance under the Agreement, and to which the provisions of Chapter 119, F.S., also apply.

**5.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN by telephone at 352-796-7211, extension 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.

Any changes to the above contact information will be provided to the Contractor in writing.

6. Indemnification. The 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 Contractor, its agents, employees, subcontractors, 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 will survive the expiration or termination of the Agreement.

7. Insurance. The Contractor must 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 and will not commence work under the Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

7.1 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, with the following minimum limit and coverage:

\$1,000,000 per occurrence

7.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000

Property Damage Liability		\$ 100,000
	or	
Combined Single Limit		\$ 500,000

- 7.3 The District's and its employees, agents, and officers must be named as additional insured on the general liability policy and the Fidelity/Employee Dishonesty Insurance to the extent of the District's interests arising from the Agreement.
- 7.4 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. 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.
- 7.5 The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement. 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.
- 7.6 The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Contractor's insurance policies.
8. Termination Without Cause. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget, and are allowed under this Agreement.
9. Default. Either party may terminate the Agreement upon the other party's failure to comply with any term or condition of the Agreement, as long as the terminating party is not in default of any term or condition of the Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with 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 fourteen (14) days after receiving the Notice of Termination, the Agreement will automatically terminate. In addition, the initiation, either by the Contractor or against the Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by the Contractor entitling the District to terminate the Agreement as set forth above. The parties agree that the 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. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or the Agreement.
10. Release of Information. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
11. Assignment. The Contractor may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under the Agreement without the District's prior written consent, the District is entitled to terminate the Agreement. If the District terminates the Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

12. 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.
13. 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 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 this Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this paragraph (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>.
14. Governing Law/Venue. All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hernando. This provision shall survive the termination or expiration of this Agreement.
15. Remedies. Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in the Agreement will be deemed a breach of the Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs 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 the Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This paragraph shall survive the expiration or termination of the Agreement.
16. Attorney Fees. Should either party employ an attorney or attorneys to enforce any of the provisions of the Agreement, or to protect its interest in any matter arising under the Agreement, or to recover damages for the breach of the Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, F.S. This paragraph does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, F.S. This paragraph shall survive the expiration or termination of the Agreement.
17. Subcontractors. The Contractor may not subcontract with any entity to perform any of the Contractor's obligations or services under the Agreement without the District's consent.
18. 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 the Agreement. Invoice documentation submitted to the District 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.
19. Third Party Beneficiaries. Nothing in the Agreement will be construed to benefit any person or entity not a party to the Agreement.
20. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or



public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing the Bid Response Form, the Contractor 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 this list occurs.

21. 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 Agreement, the CONTRACTOR 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 this Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

22. ENTIRE AGREEMENT. This Agreement and the listed attachments (Attachments 1 through 5) constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

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