



**PROCUREMENT OFFICE, BUILDING #4
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4146; FAX: (352) 754-3497
Email: Sherry.Wooten@WaterMatters.org
Posted: October 2, 2020**

**REQUEST FOR BIDS (RFB) 2016
FOR
PUBLIC SERVICE ADVERTISING PROMOTING STATEWIDE POTABLE REUSE**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for Public Service Advertising promoting statewide potable reuse. 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 2016
PUBLIC SERVICE ADVERTISING PROMOTING STATEWIDE POTABLE REUSE

TABLE OF CONTENTS

PART I - INTRODUCTION

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Questions
- 1.5 Bid Receipt and Opening
- 1.6 Delays, Changes and Addenda
- 1.7 Cancellation
- 1.8 Bid Withdrawal
- 1.9 Bid Signature and Form
- 1.10 Sealed Bids
- 1.11 Rejection of Bid
- 1.12 Responsive/Responsible
- 1.13 References
- 1.14 Bid Tabulation and Notice of Award
- 1.15 Bid Protests
- 1.16 Purchases by Other Public Agencies
- 1.17 Execution of Agreement
- 1.18 Law Compliance
- 1.19 Scrutinized Companies

PART II – GENERAL CONDITIONS

- 2.1 Term
- 2.2 Taxes
- 2.3 Public Records Law
- 2.4 Public Entity Crimes
- 2.5 Employment Eligibility Verification
- 2.6 Indemnification

- 2.7 Subcontractors
- 2.8 Disadvantaged Business Enterprises
- 2.9 Default
- 2.10 Termination Without Cause
- 2.11 Remedies
- 2.12 Insurance

PART III - SCOPE AND SPECIFICATIONS

- 3.1 Scope
- 3.2 General Requirements and Technical Specifications

PART IV – BID RESPONSE

- 4.1 Basis for Award of Agreement

ATTACHMENTS

- 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 - Purchase Order Terms and Conditions

EXHIBITS

- Exhibit A FDEP Grant Agreement Terms and Conditions

PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders for Public Service Advertising. 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. 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, services or activities. Anyone requiring reasonable accommodation, or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4706 or 1-800-423-1476 (FL only), ext. 4706; TDD (FL only) 1-800-955-8771; Voice 1-800-955-8770; or via email to 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: Sherry.Wooten@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 five (5) calendar 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, one (1) signed ORIGINAL (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 **Tuesday, October 20, 2020 at 2:00 p.m. ET (Eastern Time)**. Bids that are not received by this specified due date and time will not be accepted. 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 at the time of submitting a bid response, 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.watarmatters.org/procurement>, and 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, including Attachment 5, Purchase Order Terms and Conditions. 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 until June 30, 2022, with the option to renew for an additional two (2) one (1) year terms, 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, contingent upon the District's Governing Board appropriating funds in its annual approved budget. All fees shall be paid based upon the firm price listed for 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, 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.

- 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.** See Paragraph 4 of Attachment 5, Purchase Order Terms and Conditions.
- 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 TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by the District without cause upon written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Paragraph, the Contractor shall be entitled to compensation for all services provided to the District up to the date of termination which are within the scope of this Agreement.
- 2.11 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.

2.12 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.**

2.12.1 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
Media Liability	\$1,000,000

2.12.2 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

2.12.3 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.

2.12.4 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.

2.12.5 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.

2.12.6 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.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE. The Southwest Florida Water Management District (District) requests a bid for a media buyer to coordinate and place public service advertising (PSAs) as-needed promoting a statewide potable reuse campaign. Messaging will educate various audiences of the need to develop potable reuse as an alternative water source in Florida and provide a website to learn more about the process. PSAs will target various decision-makers, elected officials, environmental groups, medical groups, scientific groups and statewide associations through targeted ads and/or based upon the needs of the District as outlined in Paragraph 3.2 below. Final PSA timelines will be determined by the District .

3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS. As part of the District’s Potable Reuse Communications Plan, PSAs will be used to promote a statewide campaign throughout Florida. Messaging will educate various audiences of the need to develop potable reuse as an alternative water source in Florida and provide

a website to learn more about the process. PSAs will target various decision-makers, elected officials, environmental groups, medical groups, scientific groups, and statewide associations through targeted ads. The timeline and budget for the PSA campaign is to be determined. It is possible the campaign could continue for subsequent years pending additional funding approvals and the District's Governing Board annual approval of appropriating funds.

3.2.1 MINIMUM QUALIFICATIONS. The Bidder must have purchased and billed a minimum of Three Million Dollars (\$3,000,000) in PSAs per year in the last five (5) years. The Bidder shall have conducted advertisements similar in scope and size to this RFB. The Bidder shall provide supporting documentation to demonstrate evidence of minimum purchased and billed requirements. The Bidder shall demonstrate a reporting system capable of providing real-time or daily reports. See more specifically described in Attachment 2, Reference Form.

3.2.2 GENERAL RESPONSIBILITIES. The services that may be required under this Agreement, on an as-needed basis, are generally described in the District's Request for Bids 2016 ("RFB"), including all Addenda. At the time each service requirement is identified, the District shall provide the Contractor with a defined Scope of Work based on the Contractor's media plan for paid and unpaid PSAs that includes a detailed Performance Schedule and Work Products Required describing the services the District requires the Contractor to perform.

3.2.2.1 The composition of a media plan for paid and unpaid PSAs and placement of ads statewide. This media plan should include placement of a combination of ads for newspapers, websites, social media and trade publications where applicable.

3.2.2.2 Media placement including coordination with digital and non-digital media outlets; composition of the insertion orders; verification of flight dates and times; reconciliation of invoices (on a line by line basis to check for accuracy, credits due and any corrections required).

3.2.2.3 The District will reimburse the Contractor for all media payments as documented by approved media invoices. Approved media invoices must include traffic affidavits from the applicable media outlets. The Contractor will submit invoices to the District's Project Manager monthly.

3.2.2.4 The Contractor must be responsive to emails, phone calls and other communications for clarification of project-related information within 48 business hours.

3.2.2.5 Preparation and distribution of traffic instructions to media outlets.

3.2.2.6 Distribution of ads to media outlets. Coordination of added-value opportunities whenever possible.

3.2.2.7 A summary of each media buy must be submitted to the District's Project Manager. The summary must detail audience reach and frequency, cost per spot, cost per impression, and related data.

3.2.3 PERFORMANCE SCHEDULE.

3.2.3.1 The Contractor will teleconference with the appropriate District staff members to discuss details of the structured media buy upon the scheduling of a teleconference meeting.

3.2.3.2 The Contractor will submit a media plan and flow chart to the District's Project Manager.

3.2.3.3 The Contractor will place the approved media buy once the media plan and flow chart are approved by the District's Project Manager.

3.2.3.4 The Contractor will provide invoices for purchased media to the District's Project Manager on a monthly basis of receiving the invoices from the media outlets.

3.2.3.5 The Contractor will provide a media buy post analysis and summary to the District's Project Manager within one month of the end of the structured media buy.

3.2.4 WORK PRODUCTS REQUIRED.

3.2.4.1 Media Plans – Plan outlining the most appropriate platforms to advertise with and the size and frequency of ads on the platform.

3.2.4.2 Media Flow Charts – A chart illustrating the date range advertising will run on each platform.

3.2.4.3 Insertion Orders – The agreement the Contractor has with the platform for an advertisement to be placed.

3.2.4.4 Detailed Invoices – The Contractor shall provide one invoice itemized by platform per month with the commission rate charged. Copies of invoices the Contractor receives from each platform also shall be submitted to the District's Project Manager when the Contractor submits the invoice.

3.2.4.5 Media Buy Post Analysis/Summary – The Contractor shall provide a final summary of all advertising placed by month, the amount spent and the estimated reach/impressions, cost per click and click through rate for each platform.

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 - Addendum to Purchase Order

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**ATTACHMENT 1
BID RESPONSE FORM
FOR
BID NUMBER RFB 2016**

The undersigned bidder agrees to furnish and to deliver as indicated, FOB destination point at 2379 Broad Street, Brooksville, Florida, 34604-6899, Hernando County, Florida, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and installation.

ITEM DESCRIPTION	Commission Rate Per Media Plan
Public Service Advertising Promoting Statewide Potable Reuse	

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**ATTACHMENT 2
REFERENCE FORM
FOR
BID NUMBER RFB 2016**

The Bidder must provide a minimum of three (3) references at the time of submitting a bid response, using the format below, to demonstrate experience and expertise in successfully placing advertising similar in scope and size to this RFB in the last five (5) years. These references must come from sources other than the District. 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 2016**

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)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 4
PUBLIC ENTITY CRIMES STATEMENT
FOR
BID NUMBER RFB 2016**

**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 _____, 202__
 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 2016**

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 Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Contractor will allow public access to documents and materials made or received by 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. 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 Contractor's performance under this Purchase Order. 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. Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
4. Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. 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.
5. 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.
6. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., 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, Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
7. 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.
8. This Agreement, including the RFB terms and conditions, 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.
9. All materials, drawings or other items provided by the District to 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 Contractor are to remain the property of the District unless otherwise agreed.
10. Materials will be properly packaged and marked with the Purchase Order number.
11. 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 Contractor at the Contractor's risk and expense.

12. 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 Contractor will prepay shipping charges and include them on the invoice.
13. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Contractor'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.
14. Contractor 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.
15. Contractor 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, shall permit the District to examine or audit all Services related records and documents during or following completion of the Services at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review and audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this 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 shall maintain all such records and documents for at least five (5) years following completion of the services. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
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 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 Contractor such as labor strikes or riots, then the 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 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.

EXHIBIT "A"

FDEP GRANT AGREEMENT TERMS AND CONDITIONS

1. Performance Measures.

The Contractor warrants that 1) the services will be performed by qualified personnel; 2) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; and 3) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party.

2. Insurance.

- a. Insurance Requirements for Subcontractors. The Contractor shall require its subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Contractor shall require all its subcontractors, if any, to make compliance with the insurance coverage of such types and terms and with such terms and limits as described in this Agreement, a condition of all contracts with subcontractors that are related to this Agreement. The Contractor and its subcontractors must provide proof of insurance upon request.
- b. Deductibles. The District and the FDEP shall be exempt from, and in no way be liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the entity providing insurance.

3. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The FDEP shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor or any of its subcontractors knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Grant Agreement. The Contractor shall be responsible for including this provision in all subcontracts with private organizations.

4. Compliance with Federal, State and Local Laws.

- a. The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

5. Lobbying and Integrity.

The Contractor agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of this Agreement, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding this Agreement. The Contractor shall comply with Sections 11.062 and 216.347, F.S.

6. Record Keeping.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The DISTRICT, the FDEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement for five (5) years following the completion date or termination of this Agreement. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of this Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

7. Audits.

- a. Inspector General. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. FDEP personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. The Contractor shall provide access to any location or facility on which the Contractor is performing work, or storing or staging equipment, materials or documents;

- ii. The Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. The Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Contractor shall comply with the applicable provisions contained in Exhibit "C", Special Audit Requirements. The Contractor shall consider the type of financial assistance (federal and/or state) identified in Exhibit "C", Attachment 2, and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Contractor shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the CONTRACTOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

8. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of the District or the FDEP.

9. Third Parties.

The District and the FDEP shall not be deemed to assume any liability for the acts, failures to act or negligence of the Contractor, its agent, servants, and employees, nor shall the Contractor disclaim its own negligence to the District or the FDEP. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the District consents to a subcontract, the Contractor will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement or the Grant Agreement.

10. Contractor's Employees, Subcontractors and Agents.

All Contractors' employees, subcontractors, or agent performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of the FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under this Agreement.