



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BID #23-4233
QUANTITATIVE AND/OR QUALITATIVE SOCIAL RESEARCH**

**SUBMIT PROPOSALS TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM.**

**DIRECT INQUIRES TO: Celeste Larisey, Procurement Specialist
TELEPHONE: (352) 505-2970
Email: Procurement@WaterMatters.org
Posted: November 21 , 2023**

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

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BID #23-4233
QUANTITATIVE AND/OR QUALITATIVE SOCIAL RESEARCH

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PART I – INTRODUCTION

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

1.1 INTERNET AVAILABILITY.

District solicitations, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, [WaterMatters.org/Procurement](https://www.watermatters.org/Procurement), and DemandStar at www.demandstar.com.

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

The Southwest Florida Water Management District (District) does not discriminate on 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 and activities. Anyone requiring reasonable accommodation, or who 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 Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email 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). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](https://www.watermatters.org/ADA).

1.3 CORRESPONDENCE.

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

1.4 QUESTIONS.

All questions should be presented in writing to Procurement@WaterMatters.org, the address as set forth in the heading of this RFB, or faxed, followed by a written confirmation, to Procurement at (352) 754-3497 for receipt no later than December 5, 2023, at 5 p.m. EST. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 for the District's responses to the questions presented.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. **Bidders must submit one complete response package electronically through www.demandstar.com.** Instructions on how to submit documents are included with this solicitation. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. **THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](https://www.demandstar.com) IS EXPERIENCING TECHNICAL DIFFICULTIES.** Responses will remain binding upon the Respondent for a period of 90 days thereafter.

The District may make an award within 90 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within 90 days, the responses shall

remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the response is withdrawn.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB or Sample Agreement, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions. Bidders are responsible for all costs associated with the preparation of its bid.

TO MAINTAIN A SECURED SEALED PROCESS, ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2 p.m. on December 19, 2023. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:
Join on your computer, mobile app or room device
[Click here to join the meeting](#)

<https://bit.ly/3upqIPM>

Or call in (audio only)
[+1 786-749-6127](tel:+17867496127), [443813649](tel:+1443813649)# United States, Miami
Phone Conference ID: 443 813 649#

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, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1. Respondents will acknowledge receipt of all Addenda in their responses.

1.7 CANCELLATION.

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1. No bidder will have any rights against the District arising from the District's publicized intention to award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.

1.8 BID WITHDRAWAL.

Responses may be withdrawn at any time prior to the bid opening.

1.9 BID SIGNATURE AND FORM.

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded in DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 CONTRACT PRICE BID.

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Agreement will include both fixed cost and unit cost pay items for the project work; however, the total project cost will not exceed the total bid amount as indicated on the Bid Response Form. The total bid amount must be stated in both words and figures, 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 figures, the former will govern.

1.11 OPTIONAL ALTERNATIVE BID PROPOSALS. Optional alternate bids are not applicable to this solicitation.

1.12 REJECTION OF BID.

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is incomplete, unbalanced, conditional, obscure or which contains 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.

In order to be deemed responsive, the bidder must be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. A response that does not meet all requirements of this solicitation or fails to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. A bidder 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 this solicitation 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 contract, to require a bidder to submit such evidence of its 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 will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.14 REFERENCES.

The bidder shall provide references who can verify bidder's qualifications and past performance record as described in Attachment 2.

1.15 SUBCONTRACTORS.

No subcontractors or independent contractors are permitted to be utilized by the Contractor in performance of this work. All workers that perform work for the District on behalf of the Contractor must be employed by the Contractor.

1.16 BID TABULATION AND NOTICE OF INTENT TO AWARD.

The names of bidders and their total price will be announced at the bid opening and a bid tabulation (listing the names of bidders, their unit prices and total prices) will be posted for review by interested parties on the website(s) identified in Section 1.1. Bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), Florida Statutes, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until after 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with Section 4.1, Basis for Award of Contract. A Notice of Intent to Award will be posted for review by interested parties on the website(s) identified in Section 1.1, Internet Availability.

1.17 BID PROTESTS.

A person who protests the bid specifications or an Award of Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.18 EXECUTION OF AGREEMENT.

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a bidder in its bid response will not be considered by the District. 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. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Section 1.4, Questions.

1.19 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 contract resulting from this RFB. 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.

The remainder of this page is left intentionally blank.

PART II - GENERAL CONDITIONS

- 2.1 TERM.** This Agreement will be effective upon execution of the Bid Response Form by both parties and will remain in effect for five (5) years, unless terminated or amended. A new Purchase Order will be issued for each of the District's fiscal years (October 1 through September 30) for the services to be performed within that fiscal year and all fees shall be paid based upon the quoted price for listed services on Attachment 1, Bid Response Form.
- 2.2 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.3 PUBLIC RECORDS LAW.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, Florida Statutes, 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, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, 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)224-9733, by email at RecordsCustodian@WaterMatters.org, or at the following mailing address:

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

- 2.4 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, 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.** In accordance with Section 448.095, Florida Statutes, Vendor, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Vendor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that Vendor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. Vendor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Vendor and each subcontractor performing through Vendor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.
- 2.6 INDEMNIFICATION.** The Bidder and subsequent Contractor agree to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by any act or omission of the Contractor, its agents, employees, contractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement. This Paragraph shall survive the expiration or termination of the Agreement.
- 2.7 SUBCONTRACTORS.** Nothing in this RFB or the resulting Purchase Order will be construed to create, or be implied to create, any relationship between the District and any subcontractor of the Contractor.
- 2.8 DISADVANTAGED BUSINESS ENTERPRISES.** The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this RFB. t .
- 2.9 DEFAULT.** Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.
- 2.10 REMEDIES.** Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorney's fees and costs and attorney's fees and cost on appeal, due to

said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any Contractor's obligation will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

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

2.11.1 Professional liability (errors and omissions) insurance in a minimum amount of:

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

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

2.11.3 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. 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 Florida Statutes, and a certificate of exemption from workers' compensation coverage.

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

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

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

2.13 HOURS OF WORK. Working hours will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday.

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PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE. It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when needed, to the District, quantitative and/or qualitative social research services for the District. The services will be provided to the District on an as-needed basis. The services include a combination of surveys, web panels, focus groups, mini focus groups and/or triads based upon the needs of the District as outlined in Paragraph 3.2 below. The District reserves the right to select the appropriate research method to meet District needs as they surface during the project period. Final timelines and amount to be invoiced by task for selected methods will be agreed upon by the District and by the Contractor.

3.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS. The research will be structured to identify behaviors, knowledge, attitudes, demographics, psychographics, and opinions of residents Districtwide, District Planning Region and/or by county. The research will be used (1) to design messages and educational programs that are more likely to result in an educated public, (2) to design messages and educational programs that are likely to lead to the conservation and protection of regional water resources, (3) to assist in evaluating program success, (4) to aid in achieving specific Districtwide and/or regional outreach goals and (5) to track the public's perception of the District. The Contractor must have sufficient resources to conduct Random Digit Dialing (RDD) telephone surveys, online web surveys, and to conduct online panels, focus groups and/or triads to meet the requirements.

3.2.1 GENERAL RESPONSIBILITIES.

3.2.1.1 When a research project is needed, conduct a virtual collaborative work session with District staff to discuss research goals and to select the appropriate type of research to meet those goals. The work session would include a discussion of potential research respondents, potential questions and the ultimate application of results gathered from the research.

3.2.1.2 Offer guidance in best research methods, practices and uses.

3.2.1.3 Submit a research plan and a timeline to the District outlining the plan to collect the necessary qualitative and/or quantitative data for the research project.

3.2.1.4 Develop survey and/or other research components as needed and attain District review and approval.

3.2.1.5 Conduct research within approved timelines. Timelines will be agreed upon by the District and Contractor.

3.2.1.6 Submit a draft report of the research results and conduct a virtual collaborative work session with District staff to present the results. The District may request a face-to-face presentation of the results if the District feels it more appropriate for the particular research project. Make any revisions requested by the District to the draft report and provide a final report.

3.2.1.7 Follow generally accepted market and survey research principles and adhere to the market research rules and procedures as detailed by the American Association for Public Opinion Research and the American Marketing Association.

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

The Contractor will:

3.2.2.1 Meet or exceed an overall confidence rating of 95% with a margin of error no greater than +/-5% Districtwide, in each county or in each District Planning Region (Northern, Tampa Bay, Heartland and Southern [see attached Planning Region Map]), using a 50/50 split-conservative number principle for a population greater than 1 million.

3.2.2.2 The District requires data that can be segmented by District Planning Region and county.

3.2.2.3 Ensure only adults (minimum 18 years old) who are residents of the District will be interviewed.

3.2.2.4 Outline which methods will be used to complete the research. Survey data will be representative of knowledge, attitudes, behaviors and opinions of District residents, and the survey respondents' demographic data will match the demographics of District residents based on the latest Census data available. The District's counties and boundary lines can be viewed at WaterMatters.org/Resources/Data-Maps/District-Maps-Planning-Regions.

3.2.2.5 Develop survey instruments that will efficiently gather the necessary data to meet research goals, review the instruments with the District project manager and explain how each question will be used to provide actionable results.

3.2.2.6 Pretest each survey instrument with a small group of respondents, submit to the District a report of findings and suggested changes to the survey instrument and make appropriate changes to the survey instrument as approved by the District.

3.2.2.7 Obtain final approval from the District for any and all survey formats before data is collected.

3.2.2.8 Reach respondents through telephone, direct mail, door-to-door, online (panels or email), social media or other similar methods. The Contractor will propose the method or mix of methods to collect data from the residents with an explanation of strategy rationale. Final methods to be determined with District input and approval.

3.2.2.9 Tabulate survey responses by survey question. Results will be cross-tabulated by question based on District area, District Planning Region or county (as applicable), and agreed upon demographic data. Other cross tabulations of this data, as well as comparisons to other recent survey data, may be required.

3.2.2.10 Ensure the quality of the data recorded.

3.2.2.11 Prepare a draft and final report for each survey conducted. The format of all reports is listed below.

- ✓ Cover page including project name, date research was conducted and District project manager
- ✓ Executive summary will include:
 - Introduction
 - Background
 - Project goal(s) and objective(s)
 - Method of data collection
 - Dates of data collection
 - Key findings
 - Data interpretations
 - Conclusions and recommendations
- ✓ Findings section with graphical representation of all data findings
- ✓ Appendix section (if applicable)
- ✓ Final survey tool(s) and instrument(s)
- ✓ Raw data in Excel format

- ✓ Cross tabulations and, if requested, predictive model(s) including recommendations and interpretations
- ✓ PowerPoint presentation
- ✓ Trend analysis, if the District provides past reports and data
- ✓ Trend analysis, if requested, with both percentage and percentage point change

3.2.2.12 Present the findings of the report.

3.2.2.13 Incorporate any revisions to the draft report based on District comments and submit final report, executive summary and PowerPoint presentation in electronic format.

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

3.2.2.15 If a panel survey is conducted, Contractor will:

3.2.3.15.1 Develop a draft survey instrument that will efficiently gather the necessary data to meet the research goals, review the instrument with the District project manager and explain how each question will be used to provide actionable results.

3.2.3.15.2 Pretest each survey instrument with a minimum of 15 respondents, submit the District a written report of findings and suggested changes to the survey instrument, and make appropriate changes to the survey instrument as approved by the District.

3.2.3.15.3 Obtain final approval from the District for any and all survey formats before data is collected.

3.2.3.15.4 Conduct an online panel survey. The Contractor will be responsible for securing email addresses if needed to complete the survey.

3.2.3.15.5 Ensure the quality of data recorded.

3.2.3.15.6 Prepare a draft and final report for each survey conducted. The format of all reports is listed below.

- ✓ Cover page including project name, date research was conducted and District project manager
- ✓ Executive summary will include:
 - Introduction
 - Background
 - Project goal(s) and objective(s)
 - Method of data collection
 - Dates of data collection
 - Key findings
 - Data interpretations
 - Conclusions and recommendations
- ✓ Findings section with graphical representation of all data findings
- ✓ Appendix section (if applicable)
- ✓ Final survey tool(s) and instrument(s)
- ✓ Raw data in Excel format

- ✓ Cross tabulations and, if requested, predictive model(s) including recommendations and interpretations
- ✓ PowerPoint presentation
- ✓ Trend analysis, if the District provides past reports and data
- ✓ Trend analysis, if requested, with both percentage and percentage point change

3.2.2.16 Present the findings of the report

3.2.2.17 Incorporate any revisions to the draft report based on District comments and submit final report, executive summary and PowerPoint presentation in electronic format.

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

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

If focus groups are conducted, the Contractor will:

3.2.3.1 Develop a focus group protocol and moderator's guide to efficiently gather the necessary data for 60- to 90-minute (or an agreed upon amount of time) discussions in the designated areas of the District.

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

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

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

3.2.3.5 Provide a Spanish-speaking moderator if needed.

3.2.3.6 Hold focus group sessions throughout the District, county or District Planning Region to validate consistency in answers, unless the District directs otherwise.

3.2.3.7 Ensure a minimum of six participants in each focus group by recruiting at least 12 people per group.

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

3.2.3.9 Record the audio and video between the moderator and participants.

- 3.2.3.10 Transcribe the discussion from all focus group sessions. Provide the District the audio and video files and the full transcripts of discussions. Specific quotes and conversation themes will be explicit in the final document.
- 3.2.3.11 Give strategic suggestions on how to use the qualitative data to guide future education and outreach programs.
- 3.2.3.12 Prepare one draft and final report for all focus groups conducted:
- ✓ Cover page including project name, date research was conducted and District project manager
 - ✓ Executive summary will include:
 - Introduction
 - Background
 - Project goal(s) and objective(s)
 - Method of data collection (to include resident selection protocol)
 - Dates of data collection
 - Key findings
 - Interpretations
 - Conclusions and recommendations
 - ✓ Appendix section (full transcript)
 - ✓ Final moderator tool(s)
 - ✓ PowerPoint presentation
- 3.2.3.13 Present the findings of the report.
- 3.2.3.14 Incorporate any additional revisions to draft report based on District comments and submit final report, executive summary, focus group transcripts and PowerPoint presentation in electronic format.
- 3.2.3.15 Make recommendations based on research results of how the District should best use the data to structure its educational programs, messages and materials to assist in achieving specific Districtwide and/or regional outreach goals.
- 3.2.3.16 If mini focus groups or triads are conducted, the Contractor will:
- 3.2.3.17 Develop a mini focus group or triad protocol and moderator's guide to efficiently gather the necessary data for discussions in the designated areas of the District.
- 3.2.3.18 Review the protocol and moderator's guide with the District's project manager and explain how each question will be used to provide actionable results.
- 3.2.3.19 Ensure that a cross sample of residents are recruited for participation. The Contractor can incorporate a mix of intercept, telephone, web and mail recruitment to gather enough participants for each group. The Contractor and the District project manager will determine screening criteria prior to mini focus group or triad sessions being conducted.
- 3.2.3.20 Conduct mini focus groups of 4-6 participants each or triads of three participants each. Groups will be held throughout the District, county or District Planning Region to validate consistency in answers, unless the District directs otherwise.
- 3.2.3.21 Provide monetary incentives, between \$50-\$100 for each participant, and light refreshments for all mini focus group or triad participants. These costs are included in the total budget for the project and are the sole responsibility of the Contractor and shall be paid by the Contractor prior to requesting reimbursement.
- 3.2.3.22 Provide a Spanish-speaking moderator if needed.

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

3.2.3.24 Record the audio and video between the moderator and participants.

3.2.3.25 Transcribe the discussion from all mini focus group and triad sessions. Provide the audio and video files and the full transcripts of discussions. Specific quotes and conversation themes will be explicit in the final document.

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

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

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

3.2.3.28 Present the findings of the report.

3.2.3.29 Incorporate any additional revisions to draft report based on District comments and submit final report, executive summary, mini focus group or triad transcripts and PowerPoint presentation in electronic format.

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

PART IV – BID RESPONSE

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

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

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

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

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

4.1.4.1 Bid and Contract forms required with bid submission:

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

4.1.4.2 Sample Forms referenced in this RFB:

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

The remainder of this page is intentionally left blank.

**ATTACHMENT 1
BID RESPONSE FORM
FOR
BID NUMBER RFB 23-4233**

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

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

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

TIMELINE AND RESEARCH DELIVERABLES	AMOUNT TO BE INVOICED
SURVEYS Criteria includes: <ul style="list-style-type: none"> • Collaborative work session with District staff to discuss research goals and overall research plan • Written research plan and timeline • Draft pretest survey instrument delivered to District for comment • Survey pretest report and final version of survey • Conduct pretest survey - Sample size for the 95% confidence level $\pm 5\%$ sampling error, using 50/50 split-conservative number principle for population greater than one million. <ul style="list-style-type: none"> ○ <u>Springs Counties Survey</u>: n = 1,152 (384 per County [Citrus, Hernando and Marion]) ○ <u>Regional Survey</u>: n = 384 per District Planning Region ○ <u>Districtwide Survey</u>: n=1,536 (384 for each District planning region (Northern, Tampa Bay, Heartland, Southern) with equal representation for the 16-county area). • Draft report on survey findings • Final report, executive summary and PowerPoint presentation on survey findings in electronic format and hard copy format 	
Total Cost for Springs Counties Survey meeting criteria above (Telephone)	
Total Cost for Springs Counties Survey meeting criteria above (Online – Panel or Email Distribution)	
Total Cost for Springs Counties Survey meeting criteria above (Online – Social Media)	
Total Cost for Regional Survey meeting criteria above (Telephone)	
Total Cost for Regional Survey meeting criteria above (Online – Panel or Email Distribution)	
Total Cost for Regional Survey meeting criteria above (Online – Social Media)	
Total Cost for Districtwide Survey meeting criteria above (Telephone)	
Total Cost for Districtwide Survey meeting criteria above (Online – Panel or Email Distribution)	
Total Cost for Districtwide Survey meeting criteria above (Online – Social Media)	
VARIABLE OPTIONS AVAILABLE DEPENDENT ON DISTRICT NEEDS	
Additional virtual collaborative work session with District staff beyond the two virtual collaborative work sessions required by the Scope of Work per research project	
In-person collaborative work session or results presentation with District staff that may replace one of the two virtual collaborative work sessions required by the Scope of Work per research project	
An additional in-person collaborative work session, results presentation with District staff that does not replace one of the two collaborative work sessions required by the Scope of Work per research project	

Survey (requiring only 384 responses) (price per completed survey) (Telephone)	
Survey (requiring only 384 responses) (price per completed survey) (Online – Panel or Email Distribution)	
Survey (requiring only 384 responses) (price per completed survey) (Online – Social Media)	
Focus group (6–8 people) held at District or free facilities	
Mini focus group (3–5 people) held at District or free facilities	
Focus group (6–8 people) held at a facility that isn't free	
Mini focus group (3–5 people) held at a facility that isn't free	
Triad (3 people) held at free facilities	
Web panel (email addresses not supplied by the District, price per completed survey, with full report and PowerPoint presentation)	
Spanish focus group moderator (per session)	

**ATTACHMENT 1 (Cont.)
BID RESPONSE FORM
FOR
BID NUMBER RFB 23-4233**

The undersigned Bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The Bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the Bidder. The Bidder agrees that if the Bidder is awarded this RFB, the Bidder will provide the services as stipulated.

The undersigned Bidder certifies that the Attachment 2, Reference Form provided is true and correct to the best of his/her knowledge.

The undersigned Bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website WaterMatters.org/Procurement and www.demandstar.com. Each Bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

☐ The Bidder has not been Debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address Code	City	State	Zip
-------------------------	------	-------	-----

Physical Address	City	State	Zip Code
------------------	------	-------	----------

Telephone Number Fax Number Email Address

Authorized Signature Date Print/Type Name and Title

NOTE: If you are entering a "No Bid," please state reason below and return this form.

Upon award of the contract to the Bidder and execution of this Bid Response Form by the District, the contract for RFB **23-4233**, Quantitative and/or Qualitative Social Research, will be effective and binding upon both parties and will consist of this RFB, including all its terms, conditions and addenda, and the Bid Response of the Bidder.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this RFB on the day and year set forth next to their signatures below.

BIDDER: _____ SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT

By: _____	By: _____
_____	_____
Authorized Agent for Company	Amanda Rice. P.E.
Date	Assistant Executive Director
_____	Date
(Type/print name and title)	

**ATTACHMENT 2
REFERENCE FORM
FOR
BID NUMBER RFB 23-4233**

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

Bidder Name: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business/Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
BID NUMBER RFB 23-4233

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 10 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 23-4233**

**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 287.133(1)(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(1)(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 287.133(1)(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 23-4233**

PURCHASE ORDER TERMS AND CONDITIONS

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

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes.
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, Florida Statutes. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, Florida Statutes, and the provisions of the Uniform Commercial Code, Chapters 671 and 672, Florida Statutes. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.

7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes, Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise, such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create any relationship between the District and any subcontractor of Contractor.

19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

22. **If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:**
23. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, Florida Statutes. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.
24. The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the number of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.
25. **If Contractor is a design professional under 725.08, Florida Statutes, the following provision shall replace paragraph 4 of this Purchase Order:**
26. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, Florida Statutes. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

ATTACHMENT 6
DISTRICT PLANNING REGIONS MAP
FOR
BID NUMBER RFB 23-4233

