

COVER SHEET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: PROCUREMENT OFFICE (MAIL CODE: BKV-4-PRO)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries To: Georgia Hudson, Senior Procurement Specialist
Phone: 352-796-7211, Ext. 4147; FAX: 352-754-3497; E-mail: Georgia.Hudson@watermatters.org

DATE POSTED:
May 3, 2019

PROPOSALS WILL BE OPENED:
**May 23, 2019 at 2:30 p.m., and may not be
withdrawn for 180 days after this date.**

PRE-PROPOSAL CONFERENCE: **N/A**

TITLE: **RFP 1904 – APPIAN CONSULTANT SERVICES**

SPECIFICATIONS: The Southwest Florida Water Management District (District) is soliciting experienced Appian consultants from a certified Appian partner(s) to provide consultant services, on an as-needed basis, for developing a replacement system for its ePermitting system.

Respondent Name:

Reason for No-Bid:

Mailing Address:

City-State-Zip:

Telephone Number:

FAX Number:

Toll-Free Number:

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as Respondent, hereby declare that I have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposals and certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS #1904
APPIAN CONSULTANT SERVICES**

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PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Proposals (solicitation) is to provide guidelines for submission of proposals for the services described in Part III, hereinafter referred to as the "Services."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, or other entity submitting a proposal to this solicitation. "Sub-Respondents" means any subconsultant providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a proposal for this solicitation. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the solicitation.
- 1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA.** District solicitations, reference documents, addenda and questions and answers (Q&As) are available for review and may be downloaded from the District's website at: <http://www.WaterMatters.org/procurement> and at: www.demandstar.com. Persons receiving solicitations from the Internet websites are responsible to recheck the website for any addenda or Q&As.

The District reserves the right to delay scheduled solicitation due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this solicitation will be in the form of written Addenda to the solicitation documents. Respondents will acknowledge receipt of all Addenda in their proposals.

No interpretation of the meaning of the specifications or other solicitation documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting solicitation documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect the Respondent's risks or obligations or relieve it from fulfilling any and all conditions of this solicitation.

- 1.5 PRE-PROPOSAL CONFERENCES.** NONE.
- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this solicitation providing that one (1) is designated as "Prime" Respondent. The other firms will be referred to as "Sub-Respondent(s)." The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that the proposal is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the Cover Sheet.
- 1.7 PROPOSAL FORMAT.** In order to assist the District's review process, proposals should be prepared utilizing the following format:
- The original hardcopy identified in Section 1.9, Proposal Opening, of this solicitation must be provided in a three-ring binder adequate in size to effectively contain the response. The additional five (5) hardcopies identified in Section 1.9, Proposal Opening, of this solicitation, must also be provided in separate three-ring binders.
 - The electronic copy identified in Section 1.9, Proposal Opening, of this solicitation will be provided on a USB flash drive in an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the response in accordance with Section 1.14, Right to Accept or Reject Proposals.
 - Unless otherwise specifically noted, the response will be on 8.5" x 11" paper printed on both sides.
 - Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts which can use 10-point font. All information furnished must be legible.

- All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.
- For purposes of the page limitations set forth in this solicitation, a “page” is considered one side of a sheet of paper.

1.7.1 Letter of Transmittal. This letter should not exceed two (2) pages and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.7.2 Organizational Profile and Qualifications. This section of the proposal should provide:

1.7.2.1 A description of the Respondent's organization, including location(s), size, range of activities, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. The Respondent must explain a) its ability to furnish the required services, b) its (and Sub-Respondents') performance history on similar projects, c) its recent, current and projected workload as related to its willingness to meet the project's timeline and requirements.

1.7.2.2 Name and address of operating company and contact, indicate type of business (i.e. Individual, Partnership, Corporation, etc.)

1.7.2.3 Number of years in business, number of years as an Appian Delivery Partner and number of people regularly employed as Appian consultants. Respondents must have been an Appian Delivery Partner for the past five (5) years.

1.7.2.4 Documentation of current status as an authorized Appian delivery partner with company presence and consultant services within the United States. Offshore consultant services are unacceptable for this solicitation.

1.7.2.5 Documentation showing the completion of twenty-five (25) or more Appian projects. Of the completed projects, provide a summary, not to exceed a maximum of five (5) pages highlighting a minimum of ten (10) of the most recent projects completed that include interfacing with on-premise or cloud systems. Project descriptions shall include the version of the Appian development platform used for each project.

1.7.2.6 Resumes and certifications/licenses (provide copies of certificates and licenses with response) for each primary and each alternate staff for consultant staff positions listed in Subsection 3.3.2.1 through 3.3.2.5, indicating their experience, years with the Respondent, and significant accomplishments. The Respondent should profile its team's qualifications (inclusive of Sub-Respondents), past performance on similar projects, and any relevant education and training.

1.7.2.6.1. Indicate which resume is for the primary staff and which one is an alternate for each position. Alternate staff must possess equal or greater minimum qualifications and experience for each position and will be invoiced at the same rate as primary staff; and will be considered for assignments should the primary staff consultant be unavailable at the time Work Orders are issued.

1.7.2.6.2. Should availability issues arise with assigning the primary or alternate staff for a Work Order, the Respondent may substitute staff with an equally qualified consultant that is billable at the same rate as the primary; upon review of the substitute's resume and upon acceptance and written

approval by the District Project Manager. The District, in its sole discretion, reserves the right to require the replacement of any staff member with an equally qualified replacement at any point.

1.7.2.7 Five (5) references from the Respondent's projects within the last three (3) years similar in scope and complexity for services that include interfacing with on-premise or cloud systems within the United States of America. Include a contact name, address, telephone number, email address, a brief description of the work performed including Appian software version, the Respondent's total fees and man-hours, start and end dates, and list the names and roles of the project team members that are proposed for these services.

1.7.3 Scope of Work. This section of the proposal shall explain the Scope of Work as you understand it. It should detail your documented approach, five (5) pages maximum, following Appian's Agile Delivery Methodology that it is proposing to use to successfully accomplish the Project in accordance with this solicitation.

1.7.4 Cost. This section of the proposal shall include costs, hourly rates and travel expenses, if applicable, as required in Subsection 3.3.1 for all consultant staff positions listed in Subsections 3.3.2.1 through 3.3.2.5 for proposed services.

1.7.5 Completion of all Proposal Documents. In addition to the proposal submission requirements listed in Subsections 1.7.1 through 1.7.4, all proposal documents and forms included in Subsection 1.7.5.1 must be completely and accurately filled out and submitted with the proposal. Failure to do so may result in rejection of the proposal as non-responsive.

1.7.5.1 Forms required with proposal submission:

- Cover Sheet: The Respondent must sign and return the Cover Sheet with their proposals.
- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this solicitation on each Addendum Form issued with their proposal.
- Attachment 2 – Public Entity Crimes Statement: The Respondent must complete and return Attachment 2 – Public Entity Crimes Statement with their proposal.
- Attachment 3 - Certification Regarding Drug-Free Workplace Requirements: The Respondent must complete and return Attachment 3 - Certification Regarding Drug-Free Workplace Requirements with their proposal.

1.7.6 Additional Data. Since data not specifically requested should not be included in the previous sections of the proposal, give any additional information which you feel is pertinent for consideration.

1.8 ORAL PRESENTATIONS. The District may request the highest ranked Respondents also make an oral presentation of their proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

Pursuant to Section 286.0113, Florida Statutes (F.S.), oral presentations are exempt from Section 286.011 and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.9 PROPOSAL OPENING. One (1) signed original, five (5) copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the Cover Sheet and required response documents must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before Thursday, May 23, 2019 at 2:30 p.m. Proposals that are not received in a timely manner by this specific office will not be accepted. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge. Proposals will be opened immediately after this date and time, and will remain binding upon the Respondent for a period of 180 days thereafter.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals. It is the Respondent's responsibility to assure that his/her proposal is delivered at the proper time to the specified location. Proposals which for any reason are not so delivered will not be considered.

Proposals MUST be identified with the solicitation number and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals MUST be placed in a sealed envelope properly identified on the outermost Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

The District may make an award within 180 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If award is not made within 180 days, the proposals shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the proposal is withdrawn. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Sample Agreement attached hereto as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, the Respondent must submit its request under the procedure set forth in Section 1.10, Technical Questions.

1.10 TECHNICAL QUESTIONS. All questions should be presented in writing to Georgia.Hudson@WaterMatters.org, the address as stated in Section 1.26, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number at 352-754-3497 for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of proposal opening, and the proposal title and number. Respondents are responsible to check the District's web site as specified in Section 1.4, Internet Availability, Changes, Delays, and Addenda, for the District's responses to the questions presented.

1.11 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

1.12 PROPOSAL WITHDRAWAL. Proposals may be withdrawn by written notice signed by the same person who signed the Cover Sheet and received at any time prior to the opening. Proposals may be withdrawn in person by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

1.13 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared or submitted in response to this solicitation will

be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and flash drive preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Decision or Notice of Intent to Award pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 1, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

- 1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this solicitation, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.
- 1.15 RESPONSIVE/RESPONSIBLE.** At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposals that fail to list all Sub-Respondents as required in Section 1.7, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Section 1.7, Proposal Format, may be rejected as non-responsive. Respondents 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 proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents 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 Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent 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 contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.
- 1.16 NOTICE OF DECISION.** A notice of decision will be posted for review by interested parties on the District's Internet web site <http://www.WaterMatters.org/procurement>, at www.demandstar.com, and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.
- 1.17 PROTESTS.** Any Respondent who protests the specifications or Notice of Intent to Award, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.18 AGREEMENT INFORMATION AND EXECUTION.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Agreement attached as Attachment 1. The contents of the proposal of the successful Respondent (Respondent) will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. If a Respondent desires to propose a change to a term or condition of the solicitation or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.10, Technical

Questions. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no changes were presented. If Respondent desires for an additional agreement(s) be considered for execution along with the District's Agreement (Attachment 1 – Sample Agreement), the Respondent must provide a copy of the proposed agreement with its response.

- 1.19 INDEMNIFICATION.** The Respondent 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 attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.
- 1.20 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any agreement with the District.
- 1.21 TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Respondent. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Respondent shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is so terminated, the Respondent must promptly deliver to the District copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the Respondent.
- 1.22 LAW COMPLIANCE.** The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this solicitation. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this solicitation.
- 1.23 AMERICANS WITH DISABILITIES ACT (ADA).** The 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 and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; 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).
- 1.24 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, sub-respondent, 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a proposal to this solicitation, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify

the District if placement on this list occurs. The Respondent agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Attachment 2) attached to this solicitation, for all subcontracts or lower tier agreements executed to support the Respondent's work under the Agreement.

1.25 EMPLOYMENT ELIGIBILITY VERIFICATION. The successful Respondent must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of successful Respondent's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the successful Respondent uses sub-respondents to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the successful Respondent 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>.

1.26 CORRESPONDENCE. Unless otherwise stated or notified in writing by the District, correspondence pursuant to this solicitation must be sent to the District at the following address:

Procurement (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899
E-mail: Georgia.Hudson@WaterMatters.org

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this solicitation will be sent to the Respondent at the address listed on the Cover Sheet.

The Respondent or persons acting on its behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except in writing to the Procurement Office as provided in this solicitation, until the Notice of Decision or Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.27 BACKGROUND CHECKS. The District will require the Respondent to perform a background check on all persons assigned to perform work for the District on behalf of the Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Respondent may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

1.28 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful Respondent, purchases may be made under this solicitation 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 public entity to procure any or all of these services independently.

1.29 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 Respondent 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 Respondent's proposal.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits offers for the services of a qualified Respondent for the following purpose:

The Southwest Florida Water Management District (District) is soliciting experienced Appian consultants from a certified Appian partner(s) to provide consultant services, on an as-needed basis, for developing a replacement system for its ePermitting system.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from the Respondents for clarification purposes. At the discretion of the District, the Respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

- 2.2 BACKGROUND INFORMATION.** The District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 TERM OF CONTRACT.** The expected term of the Agreement resulting from this solicitation will be five (5) years from the execution date.

- 2.4 PROPOSAL CALENDAR.** The following is a list of key dates:

Request for Proposals issued by the District

May 3, 2019

General Request for Proposals questions will be answered by telephone Monday through Friday from 8:00 a.m. to 3:30 p.m., Eastern Time.

Technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) calendar days before the opening date in accordance with the procedure set forth in Section 1.10, Technical Questions. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

All District contact must be through Procurement Office (BKV-4-PRO), Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4147; fax number 352-754-3497; E-mail: Georgia.Hudson@WaterMatters.org.

Due date for Respondents to submit proposals (2:30 p.m.)

May 23, 2019

Evaluation Committee Meeting (10:00 a.m.)

May 30, 2019

Held at: Southwest Florida Water Management District
District Headquarters
Building 4, Governing Board Room

2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Oral Presentations (Times to be determined)

June 4, 2019

Optional at the sole discretion of the District
Held at: Southwest Florida Water Management District
District Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Final Evaluation Committee Meeting (10:00 a.m.)

June 6, 2019

Will only be held if Oral Presentations are conducted

Held at: Southwest Florida Water Management District
District Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

Notice of Intent to Award, anticipated posting date

June 11, 2019

Agreement execution

As soon as practicable

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. The District is developing a new ePermitting system using the Appian platform. The system will be implemented in phases. The District's existing ePermitting system, Water Management Information System (WMIS), supports its regulatory functions. The new Appian ePermitting system must have the ability to interface with the existing WMIS until it can be decommissioned. The Appian ePermitting platform must integrate with both on-premise and cloud based applications including Esri's ArcGIS; OpenText Records & Documents, Vignette Edition (VRD); web Application Programming Interfaces (API), and other Representational State Transfer (REST)/Simple Object Access Protocol (SOAP) web-based services. The District desires to engage experienced Appian consultants from a certified Appian partner(s) to support the District's development efforts. Consultant staff will work together with District staff for knowledge transfer. District staff will include application developers, business analysts and project managers. Work will be performed using Appian's Agile Development Methodology based upon the needs of the specific development cycle. development cycles may consist of the assignment of a 12-16 week engagement comprised of 3-6 individual Sprints with daily SCRUMs and other Agile Ceremonies (e.g. Sprint Planning, Sprint Review, Sprint Retrospective). The District may also desire individual consultants to provide mentoring services to Information Technology (IT) Application Development and Regulatory staff as they learn Appian specific skillsets (e.g. Designer, Developer). It is anticipated that the District's IT Development and Regulatory Business Analyst staff will be participating in the Appian development process with the end goal being the District will become self-sufficient in its use of the Appian platform.

3.2 WORK OBJECTIVES. The objectives of the Appian Consultant Services includes:

3.2.1 Respondent staff shall provide consultant services to the District to support necessary Software Development Life Cycle (SDLC) activities for its ePermitting system using the Appian Agile Delivery Methodology.

- 3.2.1.1 SDLC activities includes requirements analysis, design, configuration/development, deployment, and testing of various components of the application, including process flow, data capture, user interfaces, decision rules, dashboards, activities, reports, and integration with systems both on-premise and in the cloud.
- 3.2.1.2 Respondent shall provide written documentation of technical solutions as requested by the District in a mutually agreed upon format, when needed.
- 3.2.1.3 Respondent will work with District team and provide mentoring services to District staff.
- 3.2.2 Respondent staff will provide services to District staff for knowledge transfer of the Appian Agile Delivery Methodology.
 - 3.2.2.1 District staff consists of the IT Application Developers, Regulation Division Business Analysts, IT and Regulation Division Project Managers, and other staff assigned to projects resulting from this solicitation.
 - 3.2.2.2 Respondent will participate in all Agile Ceremonies as scheduled by the District, when needed. Staff and Respondent availability will be coordinated prior to scheduling Agile Ceremonies.
 - 3.2.2.3 The development cycle may include services from any consultant staff position or combination of consultant staff positions listed in Subsections 3.3.2.1 through 3.3.2.5, as the need for consultant services may decrease as District knowledge and skillsets increase.

3.3 SCOPE OF WORK. The District will procure consultant services, as needed, for each development cycle based on the mutual understanding of services needed to complete the defined Work Order scope. A Purchase Order will be issued by the District for the assignment of each development cycle, which will include a defined scope for services required (Work Order). All work must be documented during Agile SCRUM meetings and invoiced using the agreed upon Work Order. Respondent staff will be required to submit timesheets for District approval on a biweekly basis. Respondent must also include staff approved timesheets with each invoice and describe the work completed during the billing period and separate on-site (at District Service Offices) and remote hours. All work products developed by Respondent staff are the property of the District.

The District will evaluate staff performance for each consultant staff position upon the completion of each Work Order issued or prior to the completion of each Work Order due to Respondent's poor performance. The District may refuse to work with Respondent staff who receives poor performance evaluations.

3.3.1 Hourly Rates/Travel Time. Respondent shall provide on-site (at District Service Offices) and off-site (remote) hourly rates for the consultant staff positions listed in Subsections 3.3.2.1 through 3.3.2.5. The District desires that on-site hourly rates be proposed and shall be inclusive of travel. On-site rates are billable only upon Respondent's arrival at and departure from District Service Offices listed in Subsection 3.3.1.1. Lunch breaks are not billable to the District. Hourly rates ranges may be submitted and will be evaluated using the highest rate in the range. All rates will remain firm through the entire term of the agreement.

3.3.1.1 Respondent shall provide on-site services upon request by the District at one of the following District Service Offices:

Brooksville Headquarters Office
2379 Broad Street
Brooksville, Florida 34604-6899

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759

- 3.3.1.2** Respondent shall separately propose how travel expenses will be billed for on-site work, if not included in the on-site hourly rates.
- 3.3.1.3** Any travel expenses which may be authorized by the District's Project Manager shall be paid in accordance with Section 112.061, F.S., and the DISTRICT'S Travel Procedure attached as Exhibit "A" to Attachment 1 – Sample Agreement, as both may be amended from time to time.
- 3.3.1.4** All travel expenses must be pre-approved by the District's Project Manager.
- 3.3.2** **Consultant Staff Positions.** Listed in Subsections 3.3.2.1 through 3.3.2.5 are the qualifications and experiences necessary for each position. The duties are illustrative and not exhaustive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
- 3.3.2.1** **Technical Delivery Manager**
- 3.3.2.1.1** Four (4) plus years of software project management experience.
 - 3.3.2.1.2** Two (2) plus years of experience working with Appian Project Management.
 - 3.3.2.1.3** Experience in Appian's Agile Delivery Methodology to manage projects, design and build applications. Ability to lead and guide teams from the analysis to final application testing phases.
 - 3.3.2.1.4** Responsible for the performance of teams and the outcome of Work Order (project) assignments.
 - 3.3.2.1.5** Monitors adherence to project schedules, quality, requirements, Appian best practices. Works with project stakeholders to identify and mitigate risks.
 - 3.3.2.1.6** Works with client's project manager and provides knowledge transfer on Appian's Agile Delivery Methodology and managing Appian projects.
 - 3.3.2.1.7** Works with client staff to decompose deliverables or requirements into tasks to create Appian components (rules, interfaces, process models).
 - 3.3.2.1.8** Possesses excellent oral and written communication skills.
 - 3.3.2.1.9** Collaborates with Architect and subject matter experts to coordinate and design solutions that addresses the District's needs.
 - 3.3.2.1.10** Experience or working knowledge in multiple related technologies, such as Operating Systems, Application Servers, Web Servers, Databases, Webservices and Java.
- 3.3.2.2** **Architect**
- 3.3.2.2.1** Five (5) plus years of software development experience.
 - 3.3.2.2.2** Four (4) plus years of experience working with Appian.
 - 3.3.2.2.3** Implemented at least one (1) Appian project in the Appian Architect role.
 - 3.3.2.2.4** Possesses Appian A-Score Certification; provide copy of certificate.
 - 3.3.2.2.5** Provides expert technical leadership for the Appian Development team (comprised of client and consultant staff positions) that follows Appian Best Practices.
 - 3.3.2.2.6** Ability to architect and design Appian complex applications and follow Appian Best Practices. Designed system shall focus on the improvement of current business processes, where possible. This includes process modeling, user interface design and data modeling.

- 3.3.2.2.7** Ability to complete design reviews of the project team deliverables defined in each assigned work order to ensure adherence to Appian Best Practices.
- 3.3.2.2.8** Mentors client's staff performing as Appian designers.
- 3.3.2.2.9** Possesses in-depth working knowledge or experience in multiple related technologies, such as Operating Systems, Application Servers, Web Servers, Databases, Webservices and Java.
- 3.3.2.2.10** Ability to work in an Agile team environment.
- 3.3.2.2.11** Has excellent oral and written communication skills.
- 3.3.2.2.12** Experienced with Appian Software Development Kit (SDK) or predecessor functionality
- 3.3.2.2.13** Experienced with Active Server Pages (ASP.Net) and Windows Communication Foundation (WCF) development using Visual Studio.
- 3.3.2.2.14** Experienced designing and building extensions to the standard Appian product features and functionality including:
 - 3.3.2.2.14.1** Creating Appian Plug-Ins
 - 3.3.2.2.14.2** Smart Service Plug-ins
 - 3.3.2.2.14.3** Function Plug-ins
 - 3.3.2.2.14.4** Servlet Plug-ins
 - 3.3.2.2.14.5** Embedding Appian Interfaces
 - 3.3.2.2.14.6** Web APIs
 - 3.3.2.2.14.7** Public Java API

3.3.2.3 Appian Lead Designer

- 3.3.2.3.1** Five (5) plus years of software development experience.
- 3.3.2.3.2** Three (3) plus years of experience working with Appian.
- 3.3.2.3.3** Implemented at least one (1) Appian project in the Appian Lead Designer role.
- 3.3.2.3.4** Possesses Appian A-Score Certification; provide copy of certificate.
- 3.3.2.3.5** Experienced in conducting discovery workshops to document complex user requirements using the Agile methodology. Design data models based on gathered requirements.
- 3.3.2.3.6** Ability to use Appian to create complex applications and follow Appian Best Practices. Designed system shall focus on the improvement of current business processes, where possible. This includes process modeling, user interface design and data modeling.
- 3.3.2.3.7** Ability to mentor Appian designers (District staff).
- 3.3.2.3.8** Strong understanding on how to use APIs and web services.
- 3.3.2.3.9** Ability to work in an Agile team environment.
- 3.3.2.3.10** Excellent oral and written communication skills.

3.3.2.4 Appian Senior Designer

- 3.3.2.4.1** One (1) plus year of software development experience.
- 3.3.2.4.2** One (1) plus year of experience working with Appian.
- 3.3.2.4.3** Implemented at least one (1) Appian project in the Appian Senior Designer role.
- 3.3.2.4.4** Possesses Appian A-Score Certification; provide copy of certificate.
- 3.3.2.4.5** Experienced in conducting discovery workshops to document user requirements using the Agile methodology. Design data models based on gathered requirements.
- 3.3.2.4.6** Uses Appian to create applications that meet District requirements. This includes process modeling, user interface design and data modeling.
- 3.3.2.4.7** Ability to work in an Agile team environment.
- 3.3.2.4.8** Excellent oral and written communication skills.

3.3.2.5 Developer

- 3.3.2.5.1** Five (5) plus years of software development experience.
- 3.3.2.5.2** Two (2) plus years of experience working with Appian.
- 3.3.2.5.3** Implemented at least one (1) Appian project that included external interfaces.
- 3.3.2.5.4** Possesses Appian A-Score Certification; provide copy of certificate.
- 3.3.2.5.5** Ability to design Appian complex application interfaces from Appian to both on-premise and cloud applications and follow Appian Best Practices. Designed system shall focus on the improvement of current business processes, where possible. This includes process modeling, user interface design and data modeling.
- 3.3.2.5.6** Completes design reviews of the project team interface deliverables to ensure adherence to Appian Best Practices.
- 3.3.2.5.7** Ability to mentor Appian designers (client staff)
- 3.3.2.5.8** In depth working knowledge or experience in multiple related technologies, such as Operating Systems, Application Servers, Web Servers, Databases, Webservices and Java.
- 3.3.2.5.9** Ability to work in an Agile team environment.
- 3.3.2.5.10** Excellent oral and written communication skills.
- 3.3.2.5.11** Experienced with Appian SDK.
- 3.3.2.5.12** Experienced with ASP.Net and WCF development using Visual Studio.
- 3.3.2.5.13** Experienced designing and building extensions to the standard Appian product features and functionality including:
 - 3.3.2.5.13.1** Creating Appian Plug-Ins
 - 3.3.2.5.13.2** Smart Service Plug-ins
 - 3.3.2.5.13.3** Function Plug-ins
 - 3.3.2.5.13.4** Servlet Plug-ins
 - 3.3.2.5.13.5** Embedding Appian Interfaces
 - 3.3.2.5.13.6** Web APIs
 - 3.3.2.5.13.7** Public Java API

- 3.4** **PERFORMANCE SCHEDULE.** Respondent must be able to work on-site at the District Service offices in Brooksville, Florida or Tampa, Florida or remotely as desired by the District. Respondents must be available to provide consultant services during core District business hours of 9:00 a.m. to 3:00 p.m. Eastern Time, Monday through Friday, or as mutually agreed upon.

PART IV - INSURANCE REQUIREMENTS

- 4.1** **INSURANCE REQUIREMENTS.** See Insurance Requirements provision in the Sample Agreement, Attachment 1.

PART V - EVALUATION PROCEDURES

- 5.1** **REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of five (5) representatives of the District. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria.
- 5.2** **EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

<u>Category</u>	<u>Point Range</u>
Organization Profile and Qualifications	0 - 45
Respondent has: Established resources, equipment and qualified staff to complete assigned Work Orders (15); Sufficient experience and technical expertise in projects similar to the	

District's that include mentoring new Appian designers, analysts, and other client staff (15) and positive past performance on similar projects (15).

Methodology Approach 0 - 30

Respondent has: A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the project while mentoring new District Appian designers, analysts, etc. and all requirements of this solicitation (20); Demonstrated the ability to meet project work schedule and time requirements for completion of the project based on past projects (10).

References 0 - 10

Respondent has: Positive feedback from references (6); Quality references from similar past projects (2); Responsive references that provided adequate feedback on Respondent past performance (2).

Costs 0 - 15

Based on a comparison of hourly rates, the Respondent whose combined hourly rates are the lowest, meeting or exceeding specifications, will receive the highest possible score. All other proposals will be scored proportionately.

5.3 FINAL SELECTION. The Evaluation Committee members will meet at a public meeting to discuss and rank the proposals. At this meeting, the Committee may select a short list of Respondents to provide oral presentations to the Committee or the Committee may finalize the rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving an individual rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total of the combined individual rankings. In the event of a tie, the raw scores will be totaled, and the higher ranked Respondent will be the Respondent with the highest cumulative raw score.

If the highest ranked Respondents are required to make oral presentations of their proposals, the oral presentations will be conducted at a meeting to be scheduled following the Evaluation Committee Meeting. The initial rankings of the written proposals are subject to change based on consideration of the oral presentation. If the Evaluation Committee selects a short list of Respondents to provide oral presentations to the Committee, the Evaluation Committee will meet at a public meeting to finalize the rankings of the proposals.

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**ATTACHMENT 1
SAMPLE AGREEMENT
FOR
APPIAN CONSULTANT SERVICES
RFP 1904**

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
APPIAN CONSULTANT SERVICES

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and _____, a private corporation, whose address is _____, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide as needed consultant services in the developing of a replacement system for its ePermitting system using the Appian platform for services as more particularly described in the DISTRICT'S Request for Proposal (RFP) No. 1904, Appian Consultant Services, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

NOW THEREFORE, the DISTRICT and the CONSULTANT, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONSULTANT.

Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, subcontractors or agents, except as set forth in this Agreement, and the CONSULTANT expressly warrants not to represent at any time or in any manner that the CONSULTANT or the CONSULTANT'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONSULTANT is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONSULTANT's obligations to the DISTRICT are solely as prescribed by this Agreement.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices shall be sent to the

attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt. The delivery method for documentation will be specified in the Work Orders issued for work under this Agreement.

Project Manager for the DISTRICT: Kim Cash
Southwest Florida Water Management District
7601 US Highway 301 North
Tampa, Florida 33637-6759

Project Manager for the CONSULTANT: _____

The DISTRICT and the CONSULTANT may assign another individual to serve as the Project Manager for a Work Order issued under this Agreement. Any changes to the above representatives or addresses must be provided to the other party in writing.

2.1. The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 5, Contract Period.

3. WORK ORDERS AND SCOPES OF WORK.

The services that may be required under this Agreement, on an as-needed basis, are generally described in the DISTRICT'S Request for Proposals 1904 ("RFP"), including all Addenda. At the time each service requirement is identified, the DISTRICT shall provide the CONSULTANT with a proposed Scope of Work and general project schedule describing the services the DISTRICT requires the CONSULTANT to perform. Upon receipt of said Scope of Work, the CONSULTANT shall provide the DISTRICT with a proposal that includes a detailed Scope of Work to be performed, including deliverables, a detailed level of effort, a project and staffing schedule that conforms to the DISTRICT'S specific project and schedule requirements. A mutually agreed upon cost will be negotiated based on the cost proposed in CONSULTANT'S Proposal to RFP 1904 and estimated number of hours to complete each Work Order. Final payment in all cases will be subject to successful completion of the Work Order and the DISTRICT'S acceptance of deliverables, in accordance with the terms of this Agreement and the Work Order.

3.1 The CONSULTANT, upon receipt of the DISTRICT Purchase Order, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the work, and perform in accordance with the terms and conditions of this Agreement, the applicable Work Order, and the DISTRICT'S Request for Proposals 1904 ("RFP") including all Addenda and the CONSULTANT'S proposal to the RFP, which are both incorporated herein by reference. Any changes to this Agreement and associated costs must be mutually agreed to in a formal written amendment approved by the DISTRICT

and the CONSULTANT prior to being performed by the CONSULTANT, subject to the provisions of Paragraph 4, Compensation.

3.2 Time is of the essence in the performance of each obligation under this Agreement.

4. COMPENSATION.

The DISTRICT agrees to pay the CONSULTANT for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice, as defined in Subparagraph 4.2 of this Agreement and applicable Work Order. Invoices shall be submitted monthly by the CONSULTANT to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

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

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.

- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONSULTANT'S invoice number and date of invoice; (3) DISTRICT Purchase Order number; (4) Dates of service; (5) CONSULTANT'S Project Manager; (6) DISTRICT'S Project Manager; (7) DISTRICT approved timesheets for hourly rate billings or travel documentation; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the Work Order). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 22). Invoices that do not conform with this paragraph will not be considered a proper invoice.
- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONSULTANT in writing that the invoice is improper and indicate what corrective action on the part of the CONSULTANT is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONSULTANT will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONSULTANT is

under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONSULTANT will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONSULTANT'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.

- 4.5. Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, F.S., and the DISTRICT'S Travel Procedure, as both may be amended from time to time.
- 4.6. By October 5th of each year of the Agreement, the CONSULTANT must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.7. Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Appian Consultant Services Agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.8 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONSULTANT or its affiliates to the DISTRICT against any payments due the CONSULTANT under any agreement with the DISTRICT. This paragraph shall survive the expiration or termination of this Agreement.

5. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties and will remain in effect for five (5) years, unless terminated, pursuant to Paragraph 12 or 13 below, or as amended in writing by the parties.

6. SUSPENSION OF PROJECT – EXTRA WORK.

- 6.1. The DISTRICT shall have the absolute right to terminate or suspend any Work Order, or modify a Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of

this Agreement. Suspensions or termination of a Work Order, and modifications to a Work Order by the DISTRICT, shall be in writing.

- 6.2. If the CONSULTANT is of the opinion that any work the DISTRICT directs it to perform substantially increases the work of the CONSULTANT beyond the original Scope of Work for a Work Order ("Extra Work"), the CONSULTANT shall within ten (10) days of such direction, notify the DISTRICT in writing of this opinion. The DISTRICT shall within twenty (20) days after receipt of such notification, fairly judge as to whether or not such work in fact increases the work of the CONSULTANT beyond the Scope of Work in the Work Order and constitutes Extra Work. If the DISTRICT determines such service does constitute Extra Work, it shall provide extra compensation to the CONSULTANT negotiated by the DISTRICT and the CONSULTANT by modifying the Purchase Order and revising the Work Order.
- 6.3. In the event a Work Order is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claim for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the DISTRICT may decide, however such extension shall not operate as a waiver of any other rights of the DISTRICT. Upon resumption of the Work Order, the CONSULTANT shall resume its service until the Scope of Work is completed in accordance with the Work Order, and the time for completion of the work, which was suspended, shall be extended for the duration of the suspension.
- 6.4. If in the opinion of the DISTRICT, the progress of an assigned Work Order during any period is substantially less than the amount which is necessary to meet the project schedule, the DISTRICT may require the CONSULTANT to take whatever action is necessary, in the opinion of the DISTRICT, to put the Work Order back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of the CONSULTANT or its agents, employees or subcontractors.
- 6.5. In the event of claims by others against the DISTRICT in connection with the work being conducted under a Work Order, the CONSULTANT shall provide to the DISTRICT such technical assistance that the DISTRICT may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of the CONSULTANT, its agents, employees, or subcontractors to comply with the terms and conditions of this Agreement, a Work Order, or otherwise perform their duties under a Work Order.
- 6.6. If the DISTRICT requires the CONSULTANT to assist with an audit of Work Order costs, such assistance shall not be considered Extra Work.

7. PROJECT RECORDS AND DOCUMENTS.

The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONSULTANT 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 CONSULTANT will maintain all such records and documents for at least three (3) years following completion of the PROJECT.

7.1. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.

7.2. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 CONSULTANT in writing.

7.3 This provision shall survive the termination or expiration of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.

9. REPORTS.

The CONSULTANT will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.

9.1 All original documents prepared by the CONSULTANT are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the CONSULTANT without the written permission of the DISTRICT. The CONSULTANT will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the PROJECT will be considered the property of the DISTRICT and will be delivered by the CONSULTANT to the DISTRICT upon the DISTRICT'S request and/or completion of each Work Order. The CONSULTANT shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.

9.2 The CONSULTANT shall make any patentable product or result of the Scope of Work and all information, design, specifications, data, and findings available to the DISTRICT in accordance with each Work Order. No material prepared in connection with the PROJECT will be subject to copyright by the CONSULTANT. The DISTRICT shall have the right to publish, distribute, disclose and otherwise use any material prepared by the CONSULTANT pursuant to Work Orders. Any use of materials or patents obtained by the DISTRICT under this Agreement for any purpose not within the Scope of Work of the CONSULTANT pursuant to this Agreement shall be at the risk of the DISTRICT.

9.3 The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION.

The CONSULTANT 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 attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONSULTANT'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

11. INSURANCE REQUIREMENT.

The CONSULTANT must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 11.1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 Per Occurrence

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

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

- 11.3. The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

- 11.4. The CONSULTANT must carry workers' compensation insurance in accordance with Chapter 440, F.S. if applicable. If the CONSULTANT hires or leases employees through a third-party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONSULTANT from the third party. If the CONSULTANT does not carry workers' compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent consultant as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

- 11.5. Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).

- 11.6. The CONSULTANT must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONSULTANT'S notice of such cancellation or change from its insurance carrier.

- 11.7. The CONSULTANT must obtain certificates of Insurance from any subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subconsultant by the CONSULTANT'S insurance policies.

12. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONSULTANT. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONSULTANT will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget specified in the Work Order, and are allowed under this Agreement.

13. 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 with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by CONSULTANT or against CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief of debtors, or CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

14. RELEASE OF INFORMATION.

The CONSULTANT agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Communications and Board Services Bureau Chief no later than three (3) business days prior to the interview or press release.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, CONSULTANT may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONSULTANT assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

16. LAW COMPLIANCE.

The CONSULTANT will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

The CONSULTANT must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONSULTANT employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONSULTANT uses subconsultants to furnish services directly associated with this Agreement, performed in the United States, in an

amount greater than \$3,000, the CONSULTANT 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>.

18. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

19. REMEDIES.

Unless specifically waived by the DISTRICT, the CONSULTANT'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 attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONSULTANT. 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 of the CONSULTANT'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONSULTANT. This provision shall survive the termination or expiration of this Agreement.

20. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.

21. SUBCONSULTANTS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subconsultant of the CONSULTANT.

22. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the CONSULTANT 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 Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses

by the CONSULTANT in relation to this Agreement, to the extent the CONSULTANT maintains such information.

23. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

24. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONSULTANT 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. CONSULTANT further agrees to notify the DISTRICT if placement on either of these lists occurs.

25. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

27. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the DISTRICT'S RFP, then to the CONSULTANT'S proposal to the RFP.

Exhibit "A" DISTRICT'S Travel Procedure
DISTRICT'S Request for Proposals RFP 1904
CONSULTANT'S Proposal to RFP 1904

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. _____ Date
Assistant Executive Director

By: _____
_____ Date

Name: _____

Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
APPIAN CONSULTANT SERVICES


DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
CONTRACTS	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

EXHIBIT "A"

DISTRICT TRAVEL PROCEDURE

FOR APIAN CONSULTANT SERVICES - PROPOSAL NUMBER RFP 1904

DocuSign Envelope ID: 08245CDC-6663-4F93-B7E0-311E55BA7C7E

District Procedure			
Southwest Florida Water Management District			
Title: Travel			
Document Owner: Finance Bureau Chief		Effective Date: 06/30/2018	
Approved By: Brian Armstrong, P.G., Executive Director		Last Review Date: 06/01/2018	
 _____			

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PURPOSE

To establish travel procedures for the District. To the extent practicable the District will follow the travel procedures prescribed for state agencies by Chapter 112, Florida Statutes (F.S.).

SCOPE

This Procedure applies to all persons authorized to travel for official District business or for a public purpose beneficial to the District, utilizing the most efficient and economical mode of

transportation. Travelers may include Governing Board members, executive staff, all District employees, Advisory Committee members, consultants and advisors, and employment candidates.

AUTHORITY

This Procedure is authorized by Part I of Chapter 112, F.S., and *Governing Board Policy, Travel*.

DEFINITIONS

AUTHORIZED TRAVELER – A public officer, public employee, or authorized person when performing authorized travel. (§112.061 (2)(f), F.S.)

COMMON CARRIER – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm. (§112.061(2)(h), F.S.)

CONFERENCE - means the coming together of persons with a common interest for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops, which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(3), F.A.C.)

CONVENTION - means an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(4), Florida Administrative Code (F.A.C.).

EMERGENCY SITUATION - means circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety or welfare or other substantial loss to the state requiring emergency action. (Rule 69I-42.002(6), F.A.C.)

NON-BUSINESS DAY - means for a public officer or employee, a weekend or an authorized [District] holiday; for an authorized person means a day on which such person was not scheduled to be performing service or contributing time to an agency. (Rule 69I-42.002(10), F.A.C.)

PERSONAL TIME - means the time outside the regular work-hours of a business day, a nonbusiness day, or day for which the officer or employee had prior approval for a leave of absence. (Rule 69I-42.002(13), F.A.C.)

POINT OF ORIGIN - means the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination. (Rule 69I-42.002(15), F.A.C.)

TRAVEL DAY – A period of 24 hours consisting of four quarters of six hours each. (§112.061(2)(i), F.S.)

TRAVEL EXPENSE – The usual ordinary and incidental expenditures necessarily incurred by a traveler (§112.061(2)(g), F.S.)

TRAVEL PERIOD – A period of time between the time of departure and time of return. (§112.061(2)(j), F.S.)

STANDARDS

This Travel procedure will comply with Chapter 112, Florida Statutes, the District's Travel Policy and Rules 60B and 69I Florida Administrative Code.

PROCEDURE

PUBLIC PURPOSE: Travel must be necessary to conduct official District business. Justification must be provided in sufficient detail to demonstrate the benefit to the District.

AUTHORITY TO INCUR TRAVEL EXPENSES: All travelers must be authorized in advance to incur travel expenses. A Travel Authorization may be required.

AUTHORIZED TRAVELERS: The following persons are authorized to travel in compliance with *Governing Board Policy, Travel*, to conduct official District business:

- Governing Board members.
- Executive Director, Division Directors, General Counsel and Inspector General.
- Employees in a board-authorized regular, part-time or temporary position while in travel status.
- Advisory Committee members may be authorized travelers of the District upon approval.
- Consultants and advisors may be authorized travelers under the terms of a contract or agreement.
- The travel expenses of an employment candidate, for an executive or professional position, may be reimbursed by the District when the candidate must travel at least 400 miles roundtrip to the District for an interview. A request for reimbursement must be made by submittal of a properly executed Travel Authorization. The candidate must sign the Travel Authorization upon arrival for the interview and submit a Travel Expense within two (2) weeks of the date of the interview. Refer to *Personnel Guideline, Recruitment and Selection*, for further details. The travel expenses incurred by the candidate will be paid from the budget of the hiring authority.

OFFICIAL HEADQUARTERS: The office, field office or location to which the traveler is assigned and designated in his or her Human Resources file, except as follows:

- The official headquarters of an employee located in the field is the specific site (identified by address or nearest intersection) at which the majority of his or her work is performed, or as designated by the District.
- The city, town or locality in which an employee is stationed for a period of over thirty (30) continuous workdays will be deemed his or her official headquarters. Upon reassignment the employee will no longer be eligible for mileage, per diem or subsistence (meal allowance) reimbursement unless the 30-day period is extended by the express approval of the Executive Director.

Board members will be reimbursed for actual round-trip mileage from their home address to their destination when traveling on District business by using the online MapQuest Program. If the home address of a board member changes during his or her term in office, Board and Executive Services staff shall notify Accounts Payable of the new address and the effective date.

TRAVEL AUTHORIZATION (TA): A TA must be fully executed and approved prior to scheduling or incurring any expenses related to a travel period. All District travelers must use the TA to document the public purpose of the travel and to obtain approval for the following:

- Attendance at any convention, conference, seminar or workshop.
- Employment candidate travel expenses (requires printed TA signed by applicant).

- Travel advance requests.

The statement of public purpose for attendance at a convention, conference, seminar or workshop must explain how the event is related to or provides a benefit to the mission of the District, or the duties and responsibilities of the traveler.

An employee who has been approved to leave from home must identify his or her home address as the point of origin for the specific travel period covered on the TA.

SIGNATURES REQUIRED FOR TRAVEL AUTHORIZATION (TA): The traveler must complete a TA and secure the appropriate approval prior to travel. No one may authorize travel for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

TRAVEL ADVANCES: A traveler may request a Travel Advance for Class A travel when the traveler anticipates substantial travel expenses. Advances will not be authorized for Class B or C travel. The maximum travel advance may not exceed 80 percent of the estimated expenses, such as mileage, per diem, subsistence (meal allowance), parking and tolls. In calculating an advance, the traveler may not include expenses which will be paid directly by District procurement card or District check. A Travel Advance will not be issued for less than \$100. To request a Travel Advance, a traveler must complete a fully executed TA at least five (5) days prior to departure. The Travel Advance must be reconciled by submitting a Travel Expense within ten (10) workdays of the traveler's return to work.

CONTINUOUS TRAVEL STATUS: Continuous travelers are employees who routinely travel overnight. Employees in continuous travel status may request a Travel Advance in an amount equal to or more than \$100 but not to exceed 80 percent of expected travel expenses for a two-week travel period. A traveler cannot have more than two outstanding Travel Advances at one time. Employees in continuous travel status must submit a Travel Expense at the end of each travel period to document his or her actual expenses and reconcile the Travel Advance. When an employee is no longer in continuous travel status, any Travel Advance amount greater than the actual expenses incurred by the employee must be refunded to the District within ten (10) workdays. All continuous Travel Advances must be reconciled before the end of each fiscal year.

TRAVEL EXPENSE (TE): The TE is used to document and to request reimbursement for all authorized travel related expenses. The TE must be submitted with all required receipts attached, if applicable.

By electronically submitting and approving a TE document, the traveler is certifying and affirming the truthfulness and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the request conforms in every respect with the requirements of the District's Travel Policy and Procedure.

When a TE covers a travel period for which a TA was issued, the TE must be completed within ten (10) workdays of the traveler's return to work. TEs that do not include a travel period covered by a TA must be submitted to Accounts Payable at least monthly.

If a traveler has been issued a Travel Advance that exceeded the traveler's actual expenses, the traveler must reimburse the District within ten (10) workdays of his or her return to work and attach a copy of the cash receipt to the TE. The actual amount of the reimbursement will be determined by an audit of the traveler's TE by Accounts Payable.

Governing Board members may elect to submit their TEs quarterly.

SIGNATURES REQUIRED FOR TRAVEL EXPENSE (TE): The traveler must approve his or her TE and secure the appropriate additional approval. No one may authorize the TE for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

CLASSES OF TRAVEL: The three (3) classes of travel are:

- Class A Continuous travel of 24 hours or more away from official headquarters and away from home overnight. This is based on four equal quarters of 6 hours each, which will constitute a travel day (midnight to midnight).
- Class B Continuous travel of less than 24 hours, away from official headquarters and away from home overnight. This is based on six-hour quarters which begin at the hour of departure. Because Class B travel is less than 24 hours, Class B travelers will not be eligible for the per diem beginning at midnight. Class B travel will be based on quarters only beginning with the hour of departure and ending at the time of return.
- Class C Short or daytime trips during which the traveler is not away from official headquarters overnight (travel may occur during evening hours due to special assignment).

PER DIEM (Class A or B Travel Only): All travelers may be paid per diem or subsistence (meal allowance) when traveling within or outside the state to conduct official District business, or to attend a convention, conference or seminar, when such convention, conference, or seminar is for a public purpose relating to District business. Travelers will not be reimbursed for meals or lodging included or offered for an event whether included in a registration fee or not. Either of the following methods may be selected for calculating per diem each day of travel at the option of the traveler:

- A flat rate of \$80 per day (\$20 per quarter day). No receipts are required for lodging or meals. (See *Classes of Travel* above for further explanation.)
- OR
- Reimbursement for actual lodging cost, at the single occupancy rate to be substantiated by a detailed receipt, and the authorized subsistence (meal allowance).

The traveler may choose the State per diem rate as stated above or the foreign travel per diem rate as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" as authorized by Section 112.061(3)(f), F.S. if traveling outside the United States.

SUBSISTENCE (MEAL ALLOWANCE) RATES (Class A, B or C Travel):

To receive payment for:	Must depart prior to:	Must return after:	Meal Allowance
Breakfast	6 a.m.	8 a.m.	\$ 6
Lunch	12 p.m.	2 p.m.	\$11
Dinner	6 p.m.	8 p.m.	\$19

A meal allowance will be paid to travelers in Class A and Class B status, and to travelers in Class C travel status when participating in scheduled meetings, seminars, workshops, special assignments or other official business occurring outside the normal work assignment of a traveler. A meal allowance will not be paid when travel is within 15 miles of a work location/event, unless travel expenses are authorized by a TA.

Staff whose work assignment is "in the field" may not receive a meal allowance for lunch until they have worked 40 hours in a workweek. The appropriate timesheet must be attached to the Travel Expense. District authorized holidays may be included in the calculation of hours worked.

In compliance with *Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide*, all Class C subsistence (meal allowance) reimbursements are considered income for tax purposes. All Class C meals are reimbursed through accounts payable and taxed through payroll.

If a registration fee includes meals, the traveler will not be reimbursed for the meals provided. A continental breakfast is considered a meal and will not be reimbursed (if provided). Reimbursement for meal expense will be at the appropriate subsistence (meal allowance) rate regardless of the actual cost of the meal. Any cost above the subsistence (meal allowance) amount is the responsibility of the traveler. Meal tips will not be reimbursed. Meals offered at an event that does not require a registration fee or by a hotel or motel when lodging will not be reimbursed to the traveler.

LODGING/ACCOMMODATIONS: Lodging expenses are authorized for District travelers in Class A or B travel status. Lodging for District employees and board members must be reserved and paid with a District procurement card and substantiated by an original detailed receipt filed with the traveler's procurement card reconciliation documents. If circumstances necessitate the use of the traveler's personal credit card, the original detailed receipt together with an explanation of the circumstances must be submitted with his or her TE.

If two or more District employees elect to share a room while in Class A or B travel status they must all elect the same method of per diem reimbursement.

A traveler may not receive reimbursement for lodging within 50 miles one-way of their official headquarters or home unless authorized by his or her Division Director.

If a traveler is prevented from returning home at a reasonable hour due to the scheduled conclusion of an event, the traveler's departure may be delayed until the following morning upon a determination that an additional overnight accommodation is warranted and the appropriate approval is obtained. If the traveler chooses to delay departure without approval, the use of personal leave will be required and per diem and lodging expenses may not be reimbursed.

TRANSPORTATION: All travel must be by a frequently traveled route utilizing the most efficient and economical means of transportation. It is the responsibility of the traveler's bureau to determine the most efficient and economical means of transportation prior to making travel arrangements. It is recommended that a District vehicle be used for all statewide business travel unless the use of a personal vehicle or common carrier would be more efficient or cost effective. Any costs incurred as the result of personal negligence while traveling in a District or personal vehicle for the District (i.e., traffic or parking citations, keys locked in vehicle, etc.) are the sole responsibility of the traveler. All travelers are responsible for providing proof of vehicle insurance to the District if requested.

All common carrier business travel for District employees should be booked through the District's travel services provider and paid with a District procurement card.

Special provisions when business and personal travel are combined: Personal travel expenses may never be charged to a District procurement card. Prior to scheduling combined business and personal travel, the traveler should contact Accounts Payable to ascertain the documentation necessary to separately record business expenses from personal expenses.

PERSONAL VEHICLE EXPENSES: The following conditions apply if a traveler is authorized to use a personal vehicle in lieu of a District vehicle or common carrier:

- A traveler will be entitled to mileage reimbursement at the rate approved by the State Legislature, currently 44.5 cents per mile.
- All mileage must be shown from the point of origin to the point of destination, along a frequently traveled route.
- Mileage must be calculated by using the online MapQuest Program, if applicable.
- If travel is by an indirect route for the traveler's own convenience, any additional costs are the responsibility of the traveler. Reimbursement will be based on the costs that would have been incurred utilizing a frequently traveled route.
- Each stop during a travel period should be reported on a separate line of the TE.
- A traveler will not be reimbursed for travel between home and his or her official headquarters or assigned work location.
- If traveling on a non-business day to a location other than his or her official headquarters or assigned work location, the point of origin may be the traveler's home. In no case shall mileage claimed exceed the actual miles driven.
- If a traveler leaves from or returns to his or her home on a regularly scheduled business day, the traveler will be reimbursed for the lesser of the mileage between a business site and his or her home, official headquarters or assigned work location. In no case will mileage claimed exceed the actual miles driven.
- No mileage reimbursement will be paid to a traveler who is gratuitously transported by another person or by another traveler who is entitled to reimbursement.
- Mileage for two round-trips to an airport or the cost of contracted transportation may be approved if it is determined to be more efficient or economical than one round trip plus airport parking fees.
- A traveler will be reimbursed the lesser of the common carrier fare or the actual mileage reimbursement amount, whichever is determined to be more economical to the District. Prior to the traveler's departure, an estimate of airfare and rental vehicle costs should be obtained from the District's travel services provider and attached to the TA.
- Reimbursement is not allowed for expenditures related to the operation, maintenance and ownership of a vehicle.

VEHICLE RENTAL: Rental vehicles should be reserved through the District's travel services provider and any changes or cancellations should be coordinated prior to the traveler's departure. District employees on official business must pay for rental vehicles with a District procurement card. A rental vehicle for personal use may not be reserved or paid for with a District procurement card. Before signing a rental agreement, travelers must ensure:

- The proper rental rate has been applied.
- Additional insurance coverage will not be charged to the District.
- The refueling service option has not been selected.
- Sales tax will not be charged in the State of Florida.
- The most economical vehicle to appropriately accommodate the travel has been

selected.

Travelers must use a Class 3(C), Intermediate vehicle unless the use of a vehicle larger than Class 3(C) Intermediate is justified (e.g., more than four travelers, transporting equipment or supplies) and approved.

Class	Vehicle Size	Code
3(C)	Intermediate	IDAR
4(E)	Full-Size, Four-Door	FDAR
5(V)	Minivan	MVAN

Business use of a rental vehicle under the State contract or District agreement includes collision coverage. The District will not pay for additional insurance coverage. The rental vehicle must be refueled prior to being returned. Original fuel receipts must be filed with the traveler's procurement card reconciliation documents or attached with the TE, as appropriate.

The traveler must retain both the rental agreement and the final detailed rental receipt to be filed with their procurement card reconciliation documents.

Rule 60B-1.012, Florida Administrative Code, requires all occupants of rented vehicles to utilize the seat belts or occupant restraint system provided. Failure to comply with this Rule may subject employees to disciplinary action.

Special provisions for combined business and personal use of a rental vehicle: If combining business and personal travel, a traveler must reserve and make payment for the rental vehicle with a personal credit card. The traveler will only be reimbursed for the business portion of the travel period based on the lesser of, the estimated cost provided by the District's travel agent or the amount calculated by Accounts Payable from his or her actual receipt. Prior to the traveler's departure an estimate of rental vehicle cost for the business portion of the travel period should be obtained from the District's travel agent. The estimate must be submitted with the traveler's TA. After returning from the travel, a copy of the rental agreement and original detailed receipt must be submitted with the TE to request reimbursement, if applicable.

Also, upon approval of the TA and/or TE, the traveler is acknowledging that they have been informed of the *recommended* limits of liability insurance (\$100,000 per person, \$300,000 per occurrence and \$100,000 property damage, or \$500,000 combined single limit liability) that should be maintained when using a personally-owned vehicle on District business.

AIR TRAVEL: All air travel by commercial airlines must be economy class unless otherwise approved. The District's travel services provider should be used to obtain fare estimates and to book all air travel for District employees. A copy of the fully approved TA should be provided to the District's travel services provider to authorize the purchase of the airline ticket. All airline tickets and airfare transaction fees should be charged to a District procurement card.

Employees are encouraged to consider discounted airfares, commonly referred to as "super saver" tickets, instead of the more expensive full-fare refundable tickets. Many of these tickets are either non-refundable or require payment of a penalty if cancelled. If arrangements are made through the travel provider, cancellations must be made no later than 24 hours prior to a flight's scheduled departure time to retain the value of the ticket for future use (within one year) by the named traveler. Penalties for cancellation of discounted airline tickets may be paid by the District only if cancellation is in the best interest of the District, or because the traveler is ill or the result of the death of a member of the traveler's immediate family. The traveler is responsible for any cancellation penalty if the ticket is cancelled for the convenience of the traveler. The traveler

must reimburse the District for the cost of tickets that are canceled at the traveler's discretion and not rebooked within the allowable timeframe. The circumstances, and risk of cancellation should be evaluated prior to the purchase of each ticket to avoid or minimize any cancellation penalty. If the District determines that it is in the best interest of the District to cancel a "super saver" ticket and pay a cancellation penalty, an explanation of the circumstances justifying payment of the penalty must be attached with the District Procurement Card reconciliation.

An increase in airfare of \$100 or more over the estimated costs on the TA must be justified by the traveler. The traveler must reimburse the District for all unjustified costs whether due to a traveler's negligence or personal discretion.

Special provisions for combined business and personal air travel: Personal travel may be combined with business travel and should be booked together through the District's travel services provider. Personal expenses may never be charged to a District procurement card. The traveler must pay for the ticket and submit a copy of the itinerary and proof of payment with his or her TE. The traveler will be reimbursed for the business portion of the travel period based on the lesser of the estimated cost provided by the District's travel services provider at the time the travel arrangements were made, or the amount calculated by Accounts Payable from his or her actual receipt. The scheduling bureau should obtain an estimate of the ticket cost from the District's travel services provider prior to the scheduled travel and submit the estimate with the TA.

CHARTER FLIGHT SERVICE: Charter flights may be used to provide transportation to conduct District business when it is determined to be in the best interest of the District. Overflights are not included in this procedure. Charter flight requests for Governing Board members, Executive Director, Division Directors, General Counsel or Inspector General will be arranged by Board and Executive Services. The use of charter flights by staff members must be authorized by the Executive Director.

Procurement staff will process the flight request in accordance with *Board Policy, Procurement* and *District Procedure, Procurement*, to obtain charter flight services from an appropriate vendor. Emergency arrangements may be made directly by coordinating with Procurement staff.

INCIDENTAL TRAVEL EXPENSES: The TE must include the following documentation when claiming reimbursement for incidental travel expenses:

- Receipts or canceled checks for registration fees paid by the traveler.
- Receipts for taxi fares more than \$25 on a per-fare basis.
- Receipts for storage, parking fees or tolls more than \$25 on a per transaction basis. Storage or parking fees are not allowed on a weekly or monthly basis unless it can be established that such method results in a savings to the District.
- Valet Parking is only reimbursable when no general parking is available, or circumstances warrant use.
- A statement that communication expenses were business related. This includes fax and internet connection charges. NOTE: Telephone calls made to the traveler's family are not a reimbursable communication expense.
- Receipts for dry-cleaning, laundry and pressing expenses when official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.
- Receipts for passport and visa fees required for official travel.
- Receipts for necessary fees charged to purchase traveler's checks for official travel expenses.
- Receipts for fees charged to exchange currency necessary to pay for official travel

expenses.

- Photocopy charges that are business related and more than \$25 on a per event basis.

Lost or missing receipts will require a signed statement from the traveler together with the appropriate level of approval to be eligible for reimbursement. Other travel expenses may be reimbursed if determined to be in the best interest of the District and upon the approval of the Finance Bureau Chief.

NOTE: Purchases made using a personal credit card are not tax exempt. The District's tax exemption certificate is only applicable to purchases made using a District procurement card or paid directly by the District. When travel is entirely within the State of Florida, the traveler will not be reimbursed for taxes paid.

The following do not require a receipt:

- Tips paid to taxi drivers that do not exceed fifteen percent of the taxi fare.
- Tips paid for mandatory valet parking not to exceed \$1 per incident.
- Portage paid for assistance with luggage shall not exceed \$1 per bag not to exceed \$5 per incident. Portage charges exceeding \$5 per incident will require justification.

Other incidental travel expenses not detailed in this procedure will be handled on a case-by-case basis upon approval of the Finance Bureau Chief.

EMERGENCY SITUATIONS: The following conditions apply when a public officer, employee or authorized person away from their official headquarters on personal time is required to travel because of a District emergency:

- The traveler may be reimbursed for travel expenses incurred in traveling from his or her point of origin to his or her point of destination, which may be his or her official headquarters. However, employees will not be reimbursed from his or her home to his or her official headquarters.
- If personal circumstances necessitate the return of the traveler to his or her point of origin after the emergency has ended rather than returning to or staying at his or her official headquarters, the traveler may be reimbursed his or her travel expenses for the return.
- The traveler's request for reimbursement of travel expenses from a point of origin other than his or her official headquarters must contain an explanation of the emergency that necessitated travel from such point.
- If an authorized traveler has incurred certain unrecoverable costs associated with personal plans and is unable to carry out such plans due to an emergency, such unrecoverable costs may be reimbursed by the District. The request for reimbursement must include a description of the circumstances constituting the emergency.

EMERGENCY OPERATIONS: The Governor has the authority to declare an emergency in response to a major disaster that may result in the suspension of all or a portion of Section 112.061, F.S. to the extent necessary under the circumstances. In this instance, the District's Executive Director or designee is authorized to allow the purchase of food and beverages for personnel operating the District's Emergency Operation Center (EOC) on a 24-hour basis during the emergency.

The following guidelines are in effect if Section 112.061, F.S., has been suspended, in whole or in part, and the Executive Director or designee has activated the District's EOC:

- All EOC travelers will receive the Finance Bureau's Emergency Operations Travel

Instructions. These instructions include forms that have been modified to more accurately document the information required for Federal, State and County reimbursement submittals. The forms should be completed as travel occurs and must be submitted to Accounting at the end of each biweekly payroll period. All EOC travel will be submitted through the online travel module in the Advantage Financial System.

- Per diem and subsistence (meal allowance) rates will remain the same, but the schedule for Class C subsistence (meal allowance) reimbursement has been modified to three 8-hour periods, as detailed on the Emergency Order/EOG Activation Class C Travel Clock.

EOC authorized travelers who work at least an 8-hour shift per day shall be entitled to a full daily subsistence (meal allowance) reimbursement, less subsistence (meal allowance) for food that has been provided.

- The EOC Provisions Unit Leader will determine when and where food will be made available to authorized travelers in lieu of subsistence (meal allowance).
- The cost for food service should not exceed the subsistence (meal allowance) amounts and the food service should be carefully controlled.
- When authorized by the EOC Coordinator, a procurement card may be used to purchase food. In such cases, a receipt must be submitted with a list of the names of all travelers to whom food was provided. Food costs which exceed the established subsistence rates shall require a detailed explanation.

Emergency expenses that are not related to travel should not appear on the TE. Invoices or receipts for cash expenses should be submitted for reimbursement through petty cash or, if over \$50, by submitting a check request to Accounts Payable.

The Executive Director may modify or interpret this Procedure.

DISTRIBUTION

This procedure will be stored in the Procedure Repository. Governing Board members and all District staff will be directed to review this procedure in its entirety and notified of any changes to the procedure as they occur.

REFERENCES

Chapter 112, Florida Statutes
District Travel Policy
Rule 69I, Florida Administrative Code
Rule 60B, Florida Administrative Code
Personnel Guideline, Recruitment and Selection
District Procedure, Signature Authority
Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide
Board Policy, Procurement
District Procedure, Procurement
District Guideline, Procurement Card

PERIODIC REVIEW

This procedure will be reviewed and/or updated every five years by the Finance Bureau Chief and Accounting Manager or their designee.

ATTACHMENT 2

PUBLIC ENTITY CRIMES STATEMENT FOR APPIAN CONSULTANT SERVICES RFP 1904

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.

CONSULTANT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

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

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
APIIAN CONSULTANT SERVICES
RFP 1904

The Respondent 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 Respondent'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 Respondent'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 proposal, 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 Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

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

Company: _____

By: _____
Signature of Authorized Representative Date