



An Equal Opportunity Employer

Southwest Florida Water Management District

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Set 2

August 22, 2019

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Brian J. Armstrong, P.G.
Executive Director

TO: All Potential Respondents
RFB 1906 – Districtwide Telecommunication Services

FROM: Nikitra King, Procurement Specialist II

SUBJECT: Response to Questions

QUESTION: Has the Governing Board appropriated sufficient funds for the upcoming fiscal year? For any additional years?

ANSWER: The District has included funds for our FY2020 budget for the telecommunications activities however the budget will not be approved until September 24, 2019. The District plans to budget funds for future years.

QUESTION: Regarding Ts&Cs 4.8 Compensation p.21, will retention of money only be in connection with claims asserted by or against the District for which Contractor is liable?

ANSWER: The claims would only be those related to performance under the agreement.

QUESTION: In the event of an audit under Paragraph 5 of the Terms & Conditions, will the District be willing to enter into a mutual non-disclosure agreement prior to accessing Contractor's financial-related information?

ANSWER: Yes, the District will consider entering into a mutual non-disclosure agreement prior to an audit under Paragraph 5; however, the District is subject to broad public records law as also identified in Paragraph 5 of the solicitation.

QUESTION: Vendor requests that Attachment 1 be amended to reflect that bidder agrees to be bound by all mutually agreeable terms and conditions of the RFB as agreed upon by the parties after negotiations upon award.

ANSWER: The District does not agree to this change. Refer to Subparagraph 1.21 of the solicitation for the process to propose a change to a term or condition of the solicitation.

QUESTION: Vendor requests Attachment 5, Section 4.4, be revised to allow both parties be involved in potential dispute resolution rather than the District having sole adjudication authority, or, if not agreeable, is the District willing to negotiate a mutually agreeable provision upon award?

ANSWER: The District does not agree to this change. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Vendor requests Attachment 5, Section 4.8, be deleted in its entirety as Vendor requests that a determination that damages are due before a party can unilaterally retain funds due for services rendered, or if not agreeable, is the District willing to negotiate a mutually agreeable provision upon award?

ANSWER: This is a standard provision in District contracts and the District does not agree to this change. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Vendor requests Attachment 5, Section 6, Indemnification be revised as follows, or, if not agreeable, is the District willing to negotiate a mutually agreeable provision upon award?

ANSWER: The District does not agree to this change. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Vendor requests that Attachment 5, Section 7 be revised to reflect Vendor's policy requirements as Vendor has appropriate insurance covering the District's interest, or if not agreeable, can this language be negotiated between the parties upon award?

ANSWER: The District has identified the level of coverage it deems necessary to protect its interest in the provision.

QUESTION: Vendor requests that the timeframe in Attachment 5, Section 9, Default be revised from 14 days to 30 days for termination in the event of a default, or, if not agreeable, is the District willing to negotiate a mutually agreeable provision upon award?

ANSWER: The District does not agree to this change. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Vendor requests Attachment 5, Section 11, Assignment be revised as follows, or, if not agreeable, is the District willing to negotiate a mutually agreeable provision upon award?

ANSWER: The District does not agree to this change. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Vendor requests that Attachment 5, Section 13 be revised to remove the requirement for subcontractors, while Vendor utilizes the E-Verify Program, it does not require its subcontractors, or if not agreeable, can this language be negotiated between the parties upon award?

ANSWER: The District does not agree to this change; the District is an E-Verify employer. Please refer to Attachment 1, paragraph 1, where it states, "The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder."

QUESTION: Attachment 5 does not provide any kind of limitation of liability. Is the District willing to negotiate an industry standard limitation of liability clause to include in the resultant agreement? Vendor offers the following for consideration, but is willing to negotiate mutually agreeable language upon award.

ANSWER: Yes, the District will consider executing an additional agreement along with the terms and conditions of the solicitation. Refer to Paragraph 1.21 of the solicitation.