

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: Nikitra King, Procurement Specialist
 Phone: 352-796-7211, Ext. 4146; FAX: 352-754-3497; E-mail: Nikitra.King@WaterMatters.org

DATE POSTED: July 5, 2019 at 11:00 a.m.	PROPOSALS WILL BE OPENED: July 30, 2019 at 2:00 p.m., and may not be withdrawn for 180 days after this date.
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MANDATORY PRE-PROPOSAL CONFERENCE: **N/A**

MANDATORY SITE VISIT: **N/A**

TITLE: RFP 1910 – DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR) PROGRAM

SPECIFICATIONS: Data and reporting management and the installation, maintenance, and/or removal/re-installation of Automatic Meter Reading (AMR) devices and associated support equipment on agricultural withdrawals for crops that require frost/freeze protection in the Dover/Plant City Water Use Caution Area (D/PCWUCA).

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 #1910
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR) PROGRAM

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PART I - GENERAL CONDITIONS

- 1.1 **PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, hereinafter referred to as the "Project."
- 1.2 **DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, or other entity submitting a proposal to this RFP. "Sub-Respondent" means any subcontractor 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 RFP. 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 RFP.
- 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 RFP due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this RFP will be in the form of written Addenda to the RFP documents. Respondents will acknowledge receipt of all Addenda in their proposals.

No interpretation of the meaning of the specifications or other RFP 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 RFP 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 RFP.

- 1.5 **PRE-PROPOSAL CONFERENCES. (Not Applicable)**
- 1.6 **RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this RFP 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 RFP 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 RFP, must also be provided in separate three-ring binders.
 - The electronic copy identified in Section 1.9, Proposal Opening, of this RFP 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 RFP, a “page” is considered one side of a sheet of paper.

1.7.1 Letter of Transmittal. This letter should not exceed one (1) page 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 your organization, including location(s), size, range of activities, project team organization chart, 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.

1.7.2.2 A description of the equipment, software, specialty processing products and personnel available to complete the Project in a timely manner.

1.7.2.3 Three (3) references from your recent projects similar in scope and complexity to this Project. Include a contact name, address, telephone number, and email address; a brief description of the work performed; Respondent's total fees, man-hours, and start and end dates; and list the names and roles of the key team members proposed for this Project.

1.7.2.4 Resumes of key team members, including years of experience, years with the Respondent, relevant software proficiency and significant accomplishments.

1.7.3 Scope of Work. This section of the proposal should explain the Scope of Work as you understand it. It should detail your approach, time schedule, activities, work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal its strategies and procedures that it is proposing to use to successfully accomplish the project in accordance with this RFP.

1.7.4 Cost. This section of the proposal should detail all costs associated with completion of the Scope of Work for the term of the agreement resulting from this RFP.

1.7.5 Completion of all Proposal Documents. In addition to the proposal submission requirements listed in Subsections 1.7.2.1 through 1.7.2.4, 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 could 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 proposal
- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this RFP on each Addendum Form issued with their proposal
- Attachment 2 - Certification Clean Air Act/Clean Water Act: The Respondent

must complete and return Attachment 2 - Certification Clean Air Act/Clean Water Act 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
- Attachment 4 - Bid Bond: The Respondent must submit a completed Attachment 4 - Bid Bond 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 **Tuesday, July 30, 2019 at 2:00 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.

Proposals MUST be identified with the RFP 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 RFP 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 RFP 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 RFP 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 Nikitra.King@WaterMatters.org, the address as stated in Section 1.41, 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 RFP 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 RFP or irregularities of any kind, or do not comply in every respect with the RFP 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 RFP, 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 RFP. 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. Respondents' information will be announced at the public opening and will be available upon request to Nikitra.King@WaterMatters.org, in accordance with Section 255.0518, F.S. Respondents' information will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all responses submitted will be subject to review as public records thirty (30) days from the opening of this solicitation or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty-day period.
- 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 RFP and those included in the Sample Agreement attached as Attachment 1. The contents of the proposal of the successful Respondent (Contractor) will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. 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 RFP and the District will construe the proposal as though no changes were presented. If a Respondent desires to propose a change to a term or condition of the RFP or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.10, Technical Questions.
- 1.19 INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the District and all District agents, employees, and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the agreement resulting from this RFP.
- 1.20 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any 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 Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Contractor shall be

entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is so terminated, the Contractor 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 Contractor.

- 1.22 LAW COMPLIANCE.** The Contractor 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 RFP. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Contractor will obtain and maintain all permits and licenses necessary for its performance under this RFP.
- 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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 RFP, the Respondent certifies that it is not on the convicted vendor list. The Contractor further agrees to notify the District if placement on this list occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (a sample is provided in Exhibit "D," Sample Forms of Attachment 1, Sample Agreement attached to this RFP), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 1.25 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Contractor's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 1.26 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP 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: Nikitra.King@WaterMatters.org

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this RFP 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 RFP, except in writing to the Procurement Office as provided in this RFP, 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 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:

Data and reporting management and the installation, maintenance, and/or removal/re-installation of Automatic Meter Reading (AMR) devices and associated support equipment on agricultural withdrawals for crops that require frost/freeze protection in the Dover/Plant City Water Use Caution Area (WUCA).

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 contract resulting from this RFP will be five (5) years with an expiration date of September 30, 2024.

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

Request for Proposals issued by the District

July 5, 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 1.11, 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 41; fax number 352-754-3497; E-mail: Nikitra.King@WaterMatters.org.

Due date for Respondents to submit proposals (2:00 p.m.) **July 30, 2019**

Evaluation Committee Meeting (11:00 a.m.) **August 20, 2019**

Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Oral Interviews (Times to be determined) **August 27, 2019**

Optional at the sole discretion of the District
Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Final Evaluation Committee Meeting (11:00 a.m.) **August 27, 2019**

Will only be held if Oral Interviews are conducted
Held at: Southwest Florida Water Management District
Tampa Service Office
Building 1, Governing Board Room
7601 Highway 301 North
Tampa, Florida 33637-6759

All visitors must report to the lobby of Building 1 to sign in and be issued a visitor's badge.

Notice of Intent to Award, anticipated posting date **September 3, 2019**

Agreement execution **As soon as practicable**

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION.

3.1.1 The project involves data and equipment management of currently operating and future installed AMR devices and associated support equipment and the installation, maintenance, and/or removal/re-installation of those AMR devices and associated support equipment. (Throughout the remainder of this document the AMR devices and associated support equipment will be referred to solely as AMR devices.) The previous

contract term estimate was approximately 961 AMR devices to be installed on approximately 537 water use permits with existing agricultural withdrawals in the Dover/Plant City Water Use Caution Area (DPCWUCA). Also, approximately 335 AMR devices will be installed on withdrawals with existing flow meters, with the majority expected to be either McCrometer or Water Specialties inline models that will need to be retrofitted to provide a digital pulse output for the AMR devices. Finally, approximately 626 withdrawal sites were to be metered through a separate program, which provided reimbursement of the costs of the flow meter and installation. These new flow meters were expected to be compatible with AMR technology and not require retrofitting, however, compatibility was not required. Upon completion of the initial program phase, contract end date of September 30, 2019, 870 AMR devices are to be installed on 456 Water Use Permits along with 536 new meter installations. Meters that required retrofitting during the last contract term will require replacement when needed, due to normal wear and tear, and will be at the expense of the District.

- 3.1.2 Contractor will be responsible for collecting data, assessing the data quality and completeness, and compiling and disseminating the data to the District, once per day, throughout the contract period. Contractor is required to submit daily meter readings for each AMR device during non-freeze events. During freeze events, determined by temperatures below 36° Fahrenheit until temperatures reach above 36° Fahrenheit, the Contractor is required to submit a total data file including all hourly meter readings for each AMR device for the entire duration of the freeze event along with hourly data for three (3) days prior to and three (3) days after the freeze event in an excel format or csv, ten (10) days after the last day of the freeze event. A daily QA/QC shall be performed on all AMR data, any discretions in the data must be reconciled the same day and communicated to the District. Contractor will be responsible for filling in missing data gaps each day, resulting from transmission errors or other common errors.
- 3.1.3 The District and Contractor will maintain databases listing the water use permits that were equipped with AMR devices during the initial phase of the program and sites that will receive AMR devices during the contract term of the second phase of the program. Also, the Contractor will maintain a database listing all pertinent data for all AMR maintenance and removal/re-installations. The databases must include the water use permit numbers, Permittee names and contact information, and pertinent withdrawal and AMR device information for each withdrawal. The District will provide the Contractor with Permittee and withdrawal information. Contractor will be responsible for contacting the property owner and securing an executed Right of Entry Agreement (Exhibit B), as may be amended from time to time, before accessing the property for the installation, maintenance, and/or removal/re-installation of an AMR device. Once installation, maintenance, and/or removal/re-installation is complete, Contractor must complete the appropriate Verification form and submit that completed form to the District within ten (10) days. Contractor must not enter upon any property for the installation, maintenance, and/or removal/re-installation of an AMR device until the Contractor secures the original executed the Right of Entry Agreement and contacts the Permittee prior to arrival. Contractor must contact the Permittee, via telephone, email, or postal mail, prior to going on site every time they need access to enter the site, per the conditions on the water use permits.

3.2 SCOPE OF WORK

The project consists of the following five elements:

3.2.1 Equipment Requirements. The AMR device equipment will collect and transfer data via the District's cellular service plan to a central location where the data will be aggregated into a single ASCII fixed-field formatted file for upload to the District via the internet.

3.2.1.1 System Configuration. The AMR systems will be fully configurable to allow data measurements and transmissions on a predefined schedule.

3.2.1.2 Data Handling and Reporting. All data are to be logged to a recorder based on a pre-set frequency and then relayed to a central collection center in one or more daily transmissions.

3.2.1.3 Field Conditions. West Central Florida is considered one of the prime lightning strike areas in the world. In addition to lightning, the AMR devices will potentially be exposed to high levels of solar radiation, high temperatures, high humidity, freezing temperatures, wind gusts, vegetative growth and agrochemicals, such as pesticides and/or herbicides. All field equipment used for this project must be designed and installed to operate correctly in open field conditions. Equipment must also be installed in a location that is outside of the normal traffic lanes of the site to avoid being accidentally struck by moving equipment. The data collection system must be fully powered by rechargeable batteries connected to a solar panel array and capable of maintaining full operation for a minimum of seven (7) continuous days.

3.2.1.4 Each AMR station must be comprised of the equipment as detailed in this solicitation (RFP 1910) and in accordance with the equipment currently being used or installed through the first phase of the program.

3.2.1.5 Software Updates. The IP modems used for data transmissions will be updated regularly as new firmware is released for these devices. Firmware installed on these devices will be no more than two releases behind the most current release available. Passwords used to access these devices will comply with the District's password policy and include uppercase & lowercase letters, at least one number and one special character with a password length between 12-20 characters.

3.2.1.6 Property Identification. Stickers will be placed on the exterior of each of the AMR devices. These stickers have the District's emblem, language explaining the AMR device is property of the District and contact information for the District that the Permittee can use if the unit needs servicing or removal/re-installation.

3.2.1.7 Equipment Warranty. Upon completion of equipment installation at each withdrawal, Contractor will fully warranty the installation, including all equipment, parts, labor, and travel, for a minimum of one year, for the use specified in this project. Enclosures will be warranted for five (5) years and the battery will have a two (2)-year non-prorated warranty, both calculated from the date of installation. Batteries must be tested prior to replacement to determine if replacement at that time is necessary. If not necessary, the site shall be put on the inspection list to have the battery tested at a later date to determine if it needs to be replaced.

Contractor must determine the battery needs replacing by testing the battery, not solely by when the battery was installed or last replaced.

3.2.2 Data Management and Reporting Requirements. Contractor will be responsible for collecting data, assessing the data quality and completeness, compiling data and disseminating the data to the District once per day, throughout the contract period. Data must be maintained in a time series format that clearly identifies each data types listed in the table set forth in 3.2.2.2 below.

3.2.2.1 Data Reporting Frequency. At a minimum, AMR devices will be programmed for one fixed poll or report per day (i.e. 8:00 p.m.) throughout the year during non-freeze events. During freeze events that are determined by temperatures below 36° Fahrenheit until temperatures reach above 36° Fahrenheit, a total data file including all hourly readings for all AMR sites for the duration of that freeze event to include three (3) days prior and three (3) days following the freeze event will be submitted to the District, by the Contractor, in an excel format and csv, ten (10) days after the last day of the freeze event. In addition to daily and freeze event data submittals, by November 1st of each year a complete QA/QC will be performed to determine if there are any errors with data reporting and a report will be submitted to the District with the results of the QA/QC study. By November 30th of each year all errors must be corrected to avoid loss of data during a potential freeze event.

3.2.2.2 Data Reporting Format. All measured readings will be tagged with the associated date and time and fully identified with a District provided site ID number. Time will be set at Eastern Standard Time (EST) and remain at EST year-round. Irrigation system pressure will be an indicator of pump status (on/off), a pressure value will not be required. Contractor will aggregate all data, by site ID number, into a single file transfer protocol (FTP) file that will be transferred to the District daily on a set schedule once daily QA/QC has been performed and data has been reconciled. Data must be transferred automatically to the District’s FTP site, via a web application, in a fixed-field format, which must match the District’s current AMR data format noted below.

District AMR Data Format: Data		Field Width
1.	Source (Letter Code)	1
2.	Site ID	8
3.	Data Recorded	8
4.	Meter reading	18
5.	Sequence Number	3
6.	Remark Code	1
7.	Meter Serial Number	10
8.	Irrigation System Pressure Flag (on/off)	9
9.	Air Temperature	6
10.	Freeze Event Flag (i.e., F)	1

All data collected will be District property, subject to all Florida laws.

3.2.2.3 Data Quality Assurance/Quality Control (QA/QC). Contractor will be responsible for filling in missing data gaps each day, resulting from transmission errors or other common errors including: in the order of magnitude (extra or missing zeros), missed meter rollovers, differences in logical data sequences due to meter replacements, reported values that are greater than daily well capacity potential, the exact same values repeated over multiple days and other common issues. Contractor will also monitor for data errors indicative of possible AMR equipment failure, which would necessitate scheduling for maintenance or repair. These failures must be communicated to the District within twenty-four (24) hours of discovery. The Contractor will be responsible for developing and maintaining a process for communicating the AMR concerns with the District. This process will include a site where all of the paperwork and details of the AMR device maintenance is available to both parties (i.e. SharePoint, Office 365, etc.). A form will be generated by the Contractor for AMR device maintenance and will be submitted to the District within ten (10) days of completion.

3.2.2.4 Data Transmission. Data from the AMR devices are to be transmitted using the District's current cellular data plan, provided by telecommunications carrier, to a central data collection site and then combined into a single file for upload to the District's FTP site. Data transmission from the AMR devices to the central data collection site will be at the District's expense. Data transmissions will be accomplished via a secured private network that is not accessible via the public Internet. All cellular data transmissions will be between the awarded contractor's network and the endpoint devices only. The District reserves the right to review the security configuration and conduct security assessments as needed to comply with industry security standards.

3.2.3 Project Management Requirements. Contractor will be responsible for all aspects of installations, maintenance, and/or removal/re-installations of the AMR device data collection hardware and communications system, including permission and scheduling. The District will provide Contractor with a report listing the applicable water use permits in the Project area, the names and contact information for the permittees, pertinent withdrawal information, and services needed. The District will also provide Contractor with a Right of Entry Agreement (Exhibit B). It will be Contractor's responsibility to submit the Right of Entry Agreement to the property owner for execution, and then return an electronic version of the executed Agreement to the District's Project Manager within five (5) business days of execution. The original signed paper copy of the Right of Entry Agreement must be submitted to the District's Project Manager within ten (10) business days of execution. Contractor may not enter upon any property for the installation, maintenance, and/or removal/re-installation of an AMR device until the property owner delivers the executed Right of Entry Agreement to the Contractor authorizing such access. For all maintenance and/or removal/re-installations, if a Right of Entry was previously obtained, Contractor shall only be required to notify the Permittee prior to entering the site via email, telephone, or postal mail. If a phone conversation occurs, Contractor shall record and maintain a log of the phone conversations including water use permit number, date, time, names of callers involved, and a brief description of the conversation. Contractor must keep a log of all contact with the Permittees and submit the logs along with any other documentation for work performed. For sites that have changed ownership, a new executed Right of Entry Agreement must be obtained prior to entering the site. Contractor is not permitted to enter upon a property without an executed Right of Entry Agreement and notifying the Permittee prior to the site visit, per water use permit conditions.

- 3.2.3.1 AMR Device Installation, Maintenance, and/or Removal/re-installations. Contractor must monitor incoming data and correct any equipment, data reporting, or data calibration problems within seventy-two (72) hours. During freeze events, timeframe for correcting problems will be reduced to twenty-four (24) hours. Any problems identified will be reported to the District within twenty-four (24) hours of discovery. The report must include specific details on the affected permit, withdrawal point, initial problem, and what actions will be taken to address the problem. Contractor will maintain an inventory of commonly used equipment, parts and hardware to allow for expedient repair or replacement of equipment in the field. The new flow meters installed on any new withdrawals are expected to be compatible with AMR technology and not require retrofitting to provide a pulse output, however, it is not required, therefore the District will provide retrofitting as needed. Contractor will coordinate and schedule all AMR device removal/re-installations. The District will provide Contractor with any maintenance and/or removal/re-installation information the District discovers. This information will include the water use permit number, Permittee contact information, and withdrawal information. Contractor shall maintain a database and completed field forms for each AMR device maintenance and removal/re-installations. This shall include the water use permit number, Permittee name, withdrawal information, work performed on site, AMR device information, and if applicable, reinstallation information including both removal and reinstallation sites' water use permit number, Permittee name, withdrawal information, AMR device information, and a brief conversation log of the Permittee's name, contact information, and site access approval.
- 3.2.3.2 First Year Warranty. All equipment will be fully warranted (including all ancillary parts, labor, and travel) for a minimum of one year from the date equipment installation is complete for each withdrawal.
- 3.2.3.3 After-Warranty Ongoing Maintenance. The Contractor will stock the parts associated with each AMR device. A price list of AMR components and labor that may be necessary for after-warranty maintenance or repairs is listed in Exhibit B. Indirect costs such as travel, per diem, and lodging are included in the device cost.
- 3.2.3.4 Business Disaster Backup Recovery Plan. Contractor must have the ability to transfer any or all of the equipment maintenance, equipment repairs, central data collection, data aggregation, QA/QC protocol and data upload activities to a successor vendor if required due to the expiration or termination of the agreement, or in the event of unforeseen meteorological, environmental, economic, social or other considerations.
- 3.2.3.5 Transfer of software and data. The contract duration will be from October 1, 2019 through September 30, 2024, therefore training and transfer of the program software and all pertinent data, may occur during the last year of the contract term and will be initiated by the District. The software and data will be transferred to either the District or a successor vendor determined by the results of the bid that will take place prior to the contract expiration. If a successor vendor is named, training will be performed by Contractor and the District to ensure the new Contractor will be prepared to take over the program work by October 1, 2024. If Contractor is chosen to continue this program, no training will take place.

3.2.4 Measurable Benefits.

- 3.2.4.1 Contractor must provide accurate and timely reporting of quantities used throughout the year.
- 3.2.4.2 Contractor must provide accurate and timely reporting of quantities used during freeze protection events and time duration of that event.
- 3.2.4.3 Contractor must provide timely delivery of data for mitigation of damages associated with freeze events.
- 3.2.4.4 Contractor must provide accurate data for analysis in determining whether permittees are following IFAS recommendations for freeze protection.

3.2.5 Deliverables.

- 3.2.5.1 Original Right of Entry Agreement signed by the landowner for each property.
- 3.2.5.2 AMR Installation Verification form for each AMR device installed
- 3.2.5.3 AMR Maintenance Verification form for each maintenance performed.
- 3.2.5.4 AMR Removal/Re-installation Verification form for each removal and/or reinstallation performed.
- 3.2.5.5 Daily AMR data.
- 3.2.5.6 Freeze event AMR data.
- 3.2.5.7 Hourly AMR data upon request.
- 3.2.5.8 AMR data QA/QC report due by November 1st of each year.
- 3.2.5.9 Quarterly Project progress reports.
- 3.2.5.10 Annual Project progress reports.
- 3.2.5.11 Final Project report.

Project Schedule

Description	Commence by	Completion Date
AMR Device Installation, on-going maintenance, and/or removal/re-installation	October 1, 2019	To Be Determined
Flow Meter Retrofit installations	October 1, 2019	To Be Determined
Create FTP transfer protocol	October 1, 2019	To Be Determined
Software and Data Transfer	October 1, 2019	To Be Determined

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PART IV - INSURANCE REQUIREMENTS

- 4.1 INSURANCE REQUIREMENTS.** See Insurance Requirements provision in the Sample Agreement.
- 4.2 BID GUARANTEE.** A Bid Guarantee must accompany the proposal and will be a certified or cashier's check from a national or state bank, or a Bid Bond executed by a surety bond agency acceptable to the District, for not less than five percent (5%) of the amount of the total cost of the proposal, made payable to the Southwest Florida Water Management District, as guarantee that the Respondent will, if awarded the contract, promptly enter into the contract to do the work and furnish the required performance, payment and guaranty bond.

When submittals include more than one proposal, the Respondent should include a single bid guaranty, but it must be for five percent (5%) of the amount of the highest proposal.

After the proposals have been evaluated, the District will, at its discretion, return the guarantee deposits accompanying such proposals to the respective Respondent proposal as in its judgment would not likely be considered in making the contract award. All other proposal guarantees will be held until the contract and performance bond have been executed, after which they will be returned to the respective Respondents whose proposals they accompany.

PART V - EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of four (4) or more representatives of the District. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria.

The Evaluation Committee will meet at a public meeting to be held at Tampa Service Office, Building 1, Governing Board Room, 7601 Highway 301 North, Tampa, Florida 33637-6759. 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.

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

- 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 - 20
Ability to furnish the required services outlined in the Scope of Work (Technical knowledge and experience; Project Management; Controls; Support Systems and Technologies) (10) / Performance history on similar projects (Projects completed on time and within budget) (5) / Dedicated team for the Program (Ability to have staff complete work in the desired timeframes) (5)	
Technical and Management Approach	0 - 30
Equipment requirements (Ability of equipment to meet all requirements outlined in the Scope of Work) (10) / Data measurement and reporting requirements (Ability to meet requirements of data reporting frequency, data format, and QA/QC outlined in Section 2) (10) / Project management requirements (Soundness of project plan to meet all of the requirements outlined in Section 3, including: Performance schedule, Full technical descriptions of components and integration, Ability to perform repairs within the 72 or 24 hour timeframes, developing tracking methods/systems, Business disaster backup recovery plan, enabling transfer of project to a successor, etc.) (10)	

Project Team Qualifications0 - 30

Past performance with similar projects and similar installations (Roles; Level of performance; Projects completed on time and within budget; Record of similar equipment with similar data transmission configuration installed on agricultural applications; Sufficiency of provisions to monitor and repair equipment, or correct data transmission and data calibration errors) **(10)**/ Ability of technical personnel (Training; Background; Education; Roles and level of participation on projects with similar equipment with similar data transmission configuration installed on agricultural applications) **(10)**/ Ability to perform emergency repairs (Personal on hand to perform this when needed.) **(10)**

Cost0 - 20

Equipment (Costs for equipment and materials needed to fully instrument, collect and transmit site data; Costs for meter retrofit materials; Price list of components of AMR system for after-warranty repairs) **(5)**/ Installation and removal (Labor for AMR installations/removals and retrofit kit installations) **(5)**/ Data Management (Costs for data collection, aggregation, QA/QC and upload to District's FTP site; Transmission fees if non-District data plan is proposed) **(5)**/ First year warranty, after warranty ongoing maintenance, and labor for after warranty repairs (Cost for first year warranty per AMR unit; Labor and materials costs for after-warranty ongoing maintenance and repair per AMR unit; Labor rate for after-warranty repairs) **(5)**

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. 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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EXHIBIT "A"

PROGRAM BUDGET

DESCRIPTION	QTY	UNIT	UNIT PRICE	BID TOTAL
AMR UNIT Campbell Scientific based system featuring CR200X data logger, Sierra Wireless RV-50 and 1 foot cable, Phantom Antenna and mounting bracket, 15 watt solar panel, sealed battery and mount NEMA 4X aluminum enclosure, SOR pressure switch and miscellaneous hardware.	50	EA		
AMR UNIT INSTALLATION	50	EA		
AMR UNIT REMOVAL	50	EA		
AMR UNIT ANNUAL MAINTENANCE	4500	EA		
AMR UNIT EMERGENCY REPAIR	500	EA		
WATER SPECIALTIES LP-32 RETROFIT KIT	243	EA		
WATER SPECIALTIES LP-31 RETROFIT KIT	164	EA		
MCCROMETER RETROFIT KIT	63	EA		
CAMPBELL SCIENTIFIC DATALOGGER	40	EA		
CAMPBELL SCIENTIFIC 109-L RADIATION SHIELD	32	EA		
SIERRA WIRELESS RV-50 LTE DATA MODEM AND DC CABLE	47	EA		
PHANTOM ANTENNA, 3DB	10	EA		
PHANTOM SST L-MOUNT BRACKET	10	EA		
NULL MODEM CABLE, 1 FT	10	EA		
12VDC, 5.0 AH SEALED BATTERY	2700	EA		
CUSTOM BATTERY SHELF MOUNT	10	EA		
10-WATT SOLAR PANEL	10	EA		
15-WATT SOLAR PANEL	10	EA		
SOLAR PANEL MOUNTING BRACKET	20	EA		
ENCLOSURE, NEMA 4X AL, WHITE 10 X 08	10	EA		
BACK PANEL #6316	10	EA		
DESSICCANT, 8 UNIT BAG	4500	EA		
SOR INDUSTRIAL PRESSURE SWITCH	10	EA		
1/2" NPT PIPE CONNECTION FOR PRESSURE SWITCH	10	EA		
CAMPBELL SCIENTIFIC LOGGNET ADMIN 5.0	1	EA		
CAMPBELL SCIENTIFIC DATABASE SOFTWARE TOOL	1	EA		
DATABASE ADMINSTRATION AND IT SUPPORT	5	YR		
AFTER WARRANTY REPAIR LABOR RATES	150	HR		
TOTAL				

EXHIBIT "B"

RIGHT OF ENTRY AGREEMENT



Water Use Permit No(s): _____
Agreement No.: XXXXXXXXXXXXX

RIGHT OF ENTRY AGREEMENT

I/We, _____, the owner(s) of the property commonly identified as _____,
(Property Address)

do hereby give freely and without coercion whatsoever, the right of access, entry and use of said property to the Southwest Florida Water Management District (the District), its agents, employees, contractors, and subcontractors thereof, for the purpose of installation, maintenance, and/or removal/re-installation of the automatic meter reading (AMR) device and associated support equipment. Installation of the AMR device and associated support equipment consists of connecting a wire tie-in to the flow meter and the construction of a 4 to 6 foot tower for mounting the data collection equipment, solar panel, and instrumentation at the above described property.

The District agrees to indemnify and hold harmless the Owner(s), their agents, employees and officers from and against all liabilities claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs attorney and fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by the District or anyone for whose acts or omissions the District may be liable as a result of the District's installation, maintenance, and/or removal/re-installation of the AMR device and associated support equipment as described in this Right-of-Entry Agreement. Nothing contained herein shall constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This right of entry is a limited license granted pursuant to the terms of the above-referenced water use permit(s) and any modifications or renewals thereof. This agreement does not convey any property rights.

Witnessed

Permittee(Print)

Permittee(Signature) Date: _____

Telephone Number

Address

EXHIBIT "C"

AMR INSTALLATION VERIFICATION FORM

AMR MAINTENANCE VERIFICATION FORM

AMR REMOVAL/RE-INSTALLATION VERIFICATION FORM

Submit sample of each requested form.

**ATTACHMENT 1
SAMPLE AGREEMENT**

AGREEMENT NO. _____

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 CONTRACTOR, a private, for profit corporation, whose principal address is _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to implement the Dover, Plant City Water Use Caution Area (DPCWUCA) Automatic Meter Reading Project, hereinafter referred to as the "PROJECT"; and

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

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type and extent of services to be rendered by the CONTRACTOR and the amount and method of compensation to be paid by the DISTRICT to the CONTRACTOR for services rendered.

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

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.

2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: _____

Project Manager for the CONTRACTOR: _____

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 Signature

Authority supersedes the approval requirements provided in this provision. 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.

- 2.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget set forth in Exhibit "B." The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager, his or her Bureau Chief and Division Director. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the not-to-exceed amount set forth in the Compensation section of this Agreement.
3. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the CONTRACTOR agrees to perform the services necessary to complete the PROJECT in accordance with the Scope of Work set forth in Exhibit "A." Any changes to the Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.
 - 3.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
 - 3.2 The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of (_____), as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team would require prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Division Director if the Bureau Chief is the Project Manager.
4. COMPENSATION. The parties anticipate that the total cost of the PROJECT will not exceed _____ Dollars (\$_____) for all work performed pursuant to this Agreement. Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the PROJECT Budget set forth in Exhibit "B" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

 - 4.1 Proper Invoice. All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in the Agreement (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation, necessary

to satisfy auditing purposes, for cost and project completion (based upon the cost and performance schedule in the Agreement). The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises, based on the requirements contained in Paragraph 21. Invoices that do not conform with this Agreement will not be considered a proper invoice.

- 4.2 **Improper Invoice.** If an invoice does not meet the requirements of this Agreement, the DISTRICT shall notify the CONTRACTOR in writing within ten (10) business days after the improper invoice is received in accordance with the Local Government Prompt Payment Act and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper.
- 4.3 **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the PROJECT, the CONTRACTOR will fully perform the project work in accordance with the DISTRICT'S written instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other dispute resolution to the DISTRICT'S Project Manager no later than ten (10) business days after the precipitating event. Disputes shall be resolved in accordance with the DISTRICT'S dispute resolution procedure. No project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.4 **Fiscal Year Reporting.** By October 10th of each year of the Agreement, the CONTRACTOR 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.
- 4.5 **Travel expenses associated with this Agreement will be included in the unit cost for the service provided (installation, warranty and maintenance) and will be calculated in accordance with Section 112.061, F.S., as may be amended from time to time.**
- 4.6 **Invoice Certification.** Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR 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 DPCWUCA Automatic Meter Reading Project agreement between the Southwest Florida Water Management District and Contractor (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."
- 4.7 **Payments Withheld.** The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT.
- 4.8 **Appropriation.** 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.

5. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through _____, 20__, unless terminated, pursuant to Paragraph 11 or 12 below, or as amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall 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 CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. 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. This provision shall survive the termination or expiration of this Agreement.
7. 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.
8. REPORTS. The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps or other documents resulting from the PROJECT at no cost. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
9. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.
10. INSURANCE REQUIREMENT. The CONTRACTOR 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.
 - 10.1 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:

Per occurrence

\$1,000,000

10.2 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

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

10.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

10.5 The CONTRACTOR 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 CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

10.6 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

10.7 The CONTRACTOR must include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the DISTRICT in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's general liability policy, such "property" coverage of the DISTRICT may be endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the DISTRICT that will be in the care, custody, or control of CONTRACTOR.

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

12. 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. The parties agree that this Agreement is an executory contract. 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 CONTRACTOR or against CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies of this provision are in addition to any other rights or remedies provided by law or this Agreement.
13. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing a minimum of three (3) days notice to the DISTRICT'S Project Manager and Communications Bureau Chief prior to the interview or press release.
14. ASSIGNMENT. Except as otherwise provided in this Agreement, CONTRACTOR 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 CONTRACTOR 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.
15. LAW COMPLIANCE. The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
16. EMPLOYMENT ELIGIBILITY VERIFICATION. The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this 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>.
17. 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 in the County of Hillsborough. This provision shall survive the termination or expiration of the Agreement.

18. REMEDIES. Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This provision shall survive the termination or expiration of the Agreement.
19. 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 the Agreement.
20. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.
21. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this 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 CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.
22. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
23. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR

warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs. The CONTRACTOR agrees to include this provision in all subcontracts issued as a result of this Agreement.

24. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on this list occurs. The CONTRACTOR agrees to include this provision in all subcontracts issued as a result of this Agreement.
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 CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of the Agreement. The DISTRICT may immediately terminate the Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities. either of the aforementioned lists and agrees to notify the DISTRICT if placement on either list occurs.
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. DOCUMENTS. The following documents are attached 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 Exhibit "B," then to Exhibit "C," and then to Exhibit "D."

Exhibit "A" - Scope of Work

Exhibit "B" - Budget

Exhibit "C" - Right of Entry Agreement

Exhibit "D" - Response to RFP 1910 Automatic Meter Reading Project

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
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR) PROGRAM

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

**PUBLIC ENTITY CRIMES STATEMENT
FOR
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR)
PROGRAM**

**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.

CONTRACTOR: _____
(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:

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by _____

in connection with the construction of _____

have been paid in full or is recited as unpaid herein.

WITNESSES:

_____ Signed _____
_____ By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ Day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

KNOWN TO ALL MEN BY THE PRESENTS, that _____
for and in consideration of the sum of _____ (\$ _____)
by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is
hereby acknowledged, except the sum of _____
representing the total unpaid balance under the Contract, do hereby release and quitclaim to said
District, and the Owner, its successors or assigned, all liens, lien right, claims or demands of any kind
whatsoever which _____ now has or might have
against the property, building, and improvements, on account of labor performed, material furnished,
or for any incidental expense for the construction
of _____

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, _____ have hereunto set my
hand and seal, this _____ day of _____, 201__.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**ATTACHMENT 2
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR)
PROGRAM
PROPOSAL NUMBER RFP 1910**

On behalf of _____, I certify that this company/facility is not
(Name of Business)

on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I further certify:

- 1) that we will not use any facility on the *Excluded Parties List System* in the performance of any nonexempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) that we will notify the DISTRICT if a facility we intend to use in the performance of the contract, grant, or loan is on the *Excluded Parties List System* or we know that it has been recommended to be placed on the *Excluded Parties List System*.
- 3) that in the performance of the contract, grant or loan, we will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

Name of Authorized Representative

Date

ATTACHMENT 3
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR)
PROGRAM
PROPOSAL NUMBER RFP 1910

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

**ATTACHMENT 4
BID BOND
FOR
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC METER READING (AMR)
PROGRAM
PROPOSAL NUMBER RFP 1910**

State of Florida

Know all men by these presents, that, _____ as Principal and _____, as Surety, are held and firmly bound unto the Southwest Florida V
(\$_____) (five percent (5%) of the amount proposal) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Proposal, dated _____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Proposal within 180 days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFP and the Respondent's proposal, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of said principal.

