COVER SHEET

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

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

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

DATE POSTED: February 28, 2020

PROPOSALS WILL BE OPENED:
March 19, 2020 at 3:00 p.m., and may not be withdrawn for 180 days after this date.

PRE-PROPOSAL CONFERENCE: N/A

TITLE: RFP 2003 ORACLE THIRD PARTY SUPPORT

SPECIFICATIONS: It is the intent of the Southwest Florida Water Management District (District) to establish a contract for Oracle licensed software support services, as and when required.

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)
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PART I - GENERAL CONDITIONS

1.1 PURPOSE. The purpose of this Request for Proposals (solicitation) is to provide guidelines for submission of proposals for the services described in Part III, hereinafter referred to as the “Services.”

1.2 DEFINITIONS. "Respondent" means any contractor, consultant, organization, firm, or other entity submitting a proposal to this solicitation. "Sub-Respondents" means any subconsultant providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.

1.3 DEVELOPMENT COST. Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a proposal for this solicitation. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the solicitation.

1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA. District solicitations, reference documents, addenda and questions and answers (Q&As) are available for review and may be downloaded from the District’s website at: http://www.WaterMatters.org/procurement and at: www.demandstar.com. Persons receiving solicitations from the Internet websites are responsible to recheck the website for any addenda or Q&As.

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

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

1.5 PRE-PROPOSAL CONFERENCES. NONE.

1.6 RULES FOR PROPOSALS. Two or more firms may combine for the purpose of responding to this solicitation providing that one (1) is designated as "Prime" Respondent. The other firms will be referred to as "Sub-Respondent(s)." The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that the proposal is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the Cover Sheet.

1.7 PROPOSAL FORMAT. In order to assist the District's review process, proposals should be prepared utilizing the following format:

- The original hardcopy identified in Section 1.9, Proposal Opening, of this solicitation must be provided in a three-ring binder adequate in size to effectively contain the response. The additional three (3) hardcopies identified in Section 1.9, Proposal Opening, of this solicitation, must also be provided in separate three-ring binders.
- The electronic copy identified in Section 1.9, Proposal Opening, of this solicitation will be provided on a USB flash drive in an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the response in accordance with Section 1.14, Right to Accept or Reject Proposals.
- Unless otherwise specifically noted, the response will be on 8.5" x 11" paper printed on both sides.
- Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts which can use 10-point font. All information furnished must be legible.
All pages will be clearly numbered so that the District can reference specific pages in the event that clarification is requested from the Respondent.

For purposes of the page limitations set forth in this solicitation, a “page” is considered one side of a sheet of paper.

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

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

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

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

1.7.2.3 Number of years in business, number of years as an Oracle third party support provider, total number of employees, number of people regularly employed as support consultants and specifically number of people regularly employed as Oracle database support consultants.

1.7.2.4 Documentation showing Oracle database support of at least twenty-five (25) customers. Of the supported customers, provide a summary, not to exceed a maximum of five (5) pages highlighting a minimum of ten (10) that most closely mirror the District's configuration of on-premise Oracle Enterprise Edition version 12c database under the Linux operating system in the VMware environment supporting both developed and commercial applications. Indicate their longevity as Respondent customers, average support incidents per year and products supported.

1.7.2.5 Resumes for each staff member that will be supporting the District's Oracle database environment, indicating their role, experience, years with the Respondent, and significant accomplishments. The Respondent should profile its team's qualifications (inclusive of Sub-Respondents), past performance on similar projects, and any relevant education, training and certifications.

1.7.2.6 Five (5) references from the Respondent's Oracle Enterprise Edition version 11g or 12c database support customers in the United States of America. Include a contact name, address, telephone number, email address, a brief description of the work performed including Oracle database software version, the Respondent's approximate annual fees and start services date.

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

1.7.4 **Cost.** See Annual Rate requirements in Section 3.3.1.
1.7.5 **Completion of all Proposal Documents.** In addition to the proposal submission requirements listed in Subsections 1.7.1 through 1.7.4, all proposal documents and forms included in Subsection 1.7.5.1 must be completely and accurately filled out and submitted with the proposal. Failure to do so may result in rejection of the proposal as non-responsive.

1.7.5.1 Forms required with proposal submission:

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

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

1.8 **ORAL PRESENTATIONS.** N/A

1.9 **PROPOSAL OPENING.** One (1) signed original, three (3) copies and one (1) exact electronic AdobeTM Portable Document Format File (.PDF) of the Cover Sheet and required response documents must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before Thursday, March 19, 2020 at 3:00 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. It is the Respondent’s responsibility to assure that his/her proposal is delivered at the proper time to the specified location. Proposals which for any reason are not so delivered will not be considered.

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

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

By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Sample Agreement attached hereto as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent’s acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, the Respondent must submit its request under the procedure set forth in Section 1.10, Technical Questions.
1.10 **TECHNICAL QUESTIONS.** All questions should be presented in writing to [Georgia.Hudson@WaterMatters.org](mailto:Georgia.Hudson@WaterMatters.org), the address as stated in Section 1.26, Correspondence, or faxed, followed by a written confirmation, to the Procurement fax number at 352-754-3497 for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of proposal opening, and the proposal title and number. Respondents are responsible to check the District’s website as specified in Section 1.4, Internet Availability, Changes, Delays, and Addenda, for the District’s responses to the questions presented.

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

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

1.13 **PUBLIC AVAILABILITY OF RECORDS.** Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared or submitted in response to this solicitation will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and flash drive preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Decision or Notice of Intent to Award pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 1, Sample Agreement, Paragraph 5, Project Records and Documents, for additional details on the public record requirements.

1.14 **RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this solicitation, but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.15 **RESPONSIVE/RESPONSIBLE.** At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposals that fail to list all Sub-Respondents as required in Section 1.7, Proposal Format, will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Section 1.7, Proposal Format, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform
the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.

1.16 NOTICE OF DECISION. A notice of decision will be posted for review by interested parties on the District’s Internet web site http://www.WaterMatters.org/procurement, at www.demandstar.com, and at 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.

1.17 PROTESTS. Any Respondent who protests the specifications or Notice of Intent to Award, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

1.18 AGREEMENT INFORMATION AND EXECUTION. By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Agreement attached as Attachment 1. The contents of the proposal of the successful Respondent (Respondent) will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. If a Respondent desires to propose a change to a term or condition of the solicitation or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.10, Technical Questions. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no changes were presented. If Respondent desires for an additional agreement(s) be considered for execution along with the District’s Agreement (Attachment 1 – Sample Agreement), the Respondent must provide a copy of the proposed agreement with its response. The District reserves the right to reject a Respondent if the terms and conditions of a proposed agreement cannot be negotiated to the District’s satisfaction.

1.19 INDEMNIFICATION. The Respondent agrees to indemnify and hold harmless the District and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent’s performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

1.20 WITHHOLDING PAYMENT. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any agreement with the District.

1.21 TERMINATION WITHOUT CAUSE. The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Respondent. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Respondent shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is so terminated, the Respondent must promptly deliver to the District copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the Respondent.

1.22 LAW COMPLIANCE. The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this solicitation. The Respondent will not discriminate
against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this solicitation.

1.23 **AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District’s functions, including access to and participation in the District’s programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District’s Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

1.24 **PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, sub-respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a proposal to this solicitation, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs. The Respondent agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Attachment 2) attached to this solicitation, for all subcontracts or lower tier agreements executed to support the Respondent’s work under the Agreement.

1.25 **EMPLOYMENT ELIGIBILITY VERIFICATION.** The successful Respondent must utilize the U.S. Department of Homeland Security’s Employment Verification (E-Verify) Program to verify the employment eligibility of successful Respondent’s employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the successful Respondent uses sub-respondents to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than $3,000, the successful Respondent must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: [http://www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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

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Procurement (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899
E-mail: Georgia.Hudson@WaterMatters.org
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Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this solicitation will be sent to the Respondent at the address listed on the Cover Sheet.

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

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

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

1.28 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful Respondent, purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

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

By signing this solicitation, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Respondent's proposal.

PART II - INTRODUCTION

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

It is the intent of the Southwest Florida Water Management District (District) to establish a contract for Oracle licensed software support services from a third party provider, as and when required.

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.

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 initial term of the Agreement resulting from this solicitation will be three (3) years. The contract may be extended subject to written notice of agreement from the District and the successful Respondent for two (2) additional one (1) year periods beyond the primary contract period.

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

| Request for Proposals issued by the District | February 28, 2020 |

RFP #2003 – ORACLE THIRD PARTY SUPPORT
General Request for Proposals questions will be answered by telephone Monday through Friday from 8:00 a.m. to 3:30 p.m., Eastern Time.

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

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

Due date for Respondents to submit proposals (3:00 p.m.) March 19, 2020

Evaluation Committee Meeting (10:00 a.m.) April 2, 2020

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

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

Notice of Intent to Award, anticipated posting date April 6, 2020

Agreement execution As soon as practicable

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. The District has acquired various Oracle database and supporting software since 1994, in support of the District’s operations. Due to hardware platform changes, some of the Oracle licensed software is no longer in use. The current Oracle database environment consists of: Oracle Database Enterprise Edition version 12c with the Tuning, Diagnostics and Partitioning packs for transactional and reporting needs that primarily supports several internally District developed systems for staff and public users. District systems using the Oracle database include the District developed, Microsoft C# based, Water Management Information System (WMIS) permitting software and others and other commercial-off-the shelf software. The District is seeking a consulting firm to provide technical product support for the District’s licensed Oracle database software environment in support of the District’s Information Technology Bureau.

3.2 WORK OBJECTIVES. Minimum services the qualified Respondent shall provide, for licensed products are:

3.2.1 Maintain expert knowledge, understanding and experience with the licensed software products.

3.2.2 Installation and software upgrade support.

3.2.3 Software problem troubleshooting support that includes operational workarounds where needed.

3.2.4 Support for interoperability issues between the Oracle database software, VMware, operating systems, other third party applications, etc.

3.2.5 Support for the Oracle Linux environment hosting the Oracle database software.
3.2.6 Provide best practice recommendations and guidance.

3.2.7 Provide risk mitigation guidance and support for security vulnerabilities.

3.2.8 Provide 24 hours per day, 7 days per week, 365 days per year (24/7/365) on demand technical support via telephone, internet, email, and knowledgebase. As needed remote access to District systems will be provided by the District when needed.

3.2.9 Respond to critical issues within thirty minutes of initial contact of the District reporting the issue. Respond to non-critical issues same day during normal business hours or following business day during non-business hours. The District will determine when an issue is critical.

3.2.10 Provide District with 24/7/365 access to all logged issues via the internet that indicates the current status of the issue and all updates.

3.2.11 Provide District with an escalation process for unresolved issues.

3.3 SCOPE OF WORK. The Oracle database software is used primarily to support District staff and external users of the District’s WMIS permitting system (developed in Microsoft C#) as well as several other District developed systems. Commercial application software using the Oracle database platform includes: Esri ArcGIS; OpenText Records & Documents, Vignette Edition (VRD) and OpenText Collaboration, Vignette Edition. These products are currently in process of being retired from use or being moved to Microsoft SQL Server where possible.

The District’s Oracle Enterprise Edition 12c database installation is on premise operating in a VMware version 6.5 environment (see diagram in Exhibit A) running on Oracle Linux version 7.x. The current Oracle database environment consists of Oracle Database Enterprise Edition version 12c with the Tuning, Diagnostics and Partitioning packs for transactional and reporting needs. The District’s Information Technology Bureau staff is skilled with the use of Oracle products and typically can self-support most products through access to Oracle’s knowledgebase. When additional support is required, the District has exclusively used Oracle Corporation for technical support. Below is the number of Oracle support incidents for the following calendar years:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12</td>
<td>39</td>
<td>30</td>
<td>16</td>
<td>3</td>
<td>26</td>
<td>10</td>
</tr>
</tbody>
</table>

The District’s current Oracle software maintenance will expire on October 31, 2020 and will not be renewed. Oracle Third Party Support must be effective November 1, 2020. Exhibit “B” is a list of District Oracle Licensed Products, including levels of use. Due to hardware platform changes through the years, there is a large amount of unused software that will not require third party support as indicated.

3.3.1 Annual Rate. Respondent shall provide an annual, inclusive of all costs, rate for each year of the five (5) year period. The initial agreement will be three (3) years; and include two (2) optional one (1) year renewals.

3.3.2 Onboarding Methodology. Respondent will provide a description including a timeline of their methodology for onboarding new customers. The successful Respondent is responsible to begin familiarizing itself with District resources, software, and operations and working with the District to ensure readiness to transition to Oracle third party support prior to the support start date of November 1, 2020. Any additional costs incurred during the onboarding period prior to November 1, 2020 should be indicated.

3.3.3 Support Methodology. Respondent will provide documentation that explains Respondent’s methodology for supporting its clients in the following areas.

3.3.3.1 Identify the method and availability for the District to contact the Respondent 24/7/365.
3.3.2 Establish the process used for the District’s tracking of support incidents.
3.3.3 Describe how technical information regarding licensed software that are no longer under software maintenance is shared with the District.
3.3.4 Installation and upgrade support.
3.3.5 Interoperability of VMware, operating systems, Oracle database, and other third party software.
3.3.6 Best practice recommendations and guidance.
3.3.7 Risk mitigation and support for security vulnerabilities.
3.3.8 Support incident management and incident escalation process.

3.3.4 **Ongoing Communications Strategy.** Respondent will indicate their ongoing communications strategy from initial project onboarding, to day-to-day interaction, to routinely scheduled, and management level reporting.

3.3.5 **Service Level Agreements.** Respondent will provide their Service Level Agreements for response to District reported problems and inquiries. Service Level Agreements should include descriptions of issue severity levels, response times, resolution effort and escalation procedures.

3.3.6 **Support Team Qualifications.** Respondent will provide information on their support team and the model for support. Include support team member titles, experience, roles and responsibilities.

3.4 **PERFORMANCE SCHEDULE.** Respondent will provide remote Oracle database support and be available 24/7/365 via telephone, internet, email, or other means of communication.

**PART IV - INSURANCE REQUIREMENTS**

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

**PART V - EVALUATION PROCEDURES**

5.1 **REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three (3) representatives of the District. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria.

5.2 **EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Point Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Profile and Qualifications</td>
<td>0 - 35</td>
</tr>
<tr>
<td>Respondent has: Established resources, equipment and qualified staff to provide requested support (10); Demonstrated enough experience and technical expertise in Oracle database version 12c (10); and positive past performance on similar support engagements (15).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Methodology Approach</th>
<th>0 - 40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent has: A detailed solicitation response that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to providing onboarding and support and all requirements of this solicitation (30); Demonstrated the ability to meet support needs and provided service level agreements based on past service engagements (10).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>References</th>
<th>0 - 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent has: Positive feedback from references (6); Quality references from similar past support engagements (2); Responsive references that provided adequate feedback on Respondent past performance (2).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Costs</th>
<th>0 - 15</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Based on a comparison of annual rate for a three-year period, the Respondent whose three-year cost is the lowest, meeting or exceeding specifications, will receive the highest possible score. All other proposals will be scored proportionately.

5.3 **FINAL SELECTION.** The Evaluation Committee members will meet at a public meeting to discuss and rank the proposals. At this meeting, the Committee may finalize the rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving an individual rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total of the combined individual rankings. In the event of a tie, the raw scores will be totaled, and the higher ranked Respondent will be the Respondent with the highest cumulative raw score.
AGREEMENT NO. ______________

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

__________________________

FOR
ORACLE THIRD PARTY SUPPORT

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide technical product support for the DISTRICT'S licensed Oracle database software as more particularly described in the DISTRICT'S Request for Proposal (RFP) No. 2003, Oracle Third Party Support, hereinafter referred to as the "PROJECT"; and

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

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

1. INDEPENDENT CONSULTANT.

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

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party’s prime contact person. Notices shall be sent to the attention of each
any changes to the above representatives or addresses must be provided to the other party in writing.

3. COMPENSATION.

The DISTRICT agrees to pay the CONSULTANT annual payments for support in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice, as defined in Subparagraph 3.2 of this Agreement, with sufficient detail to satisfy audit reviews. If necessary, for audit purposes, the CONSULTANT shall provide additional supporting information as required to document invoices. Invoices shall be submitted annually by the CONSULTANT to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

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

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

3.1. The DISTRICT’S performance and payment pursuant to this Agreement are contingent upon the DISTRICT’S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

3.2. All invoices must include the following information: (1) CONSULTANT’S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONSULTANT’S invoice number and date of invoice; (3) Dates of service; (4) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 20). Invoices that do not conform with this paragraph will not be considered a proper invoice.

3.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT’S Project Manager, after consultation with his or her Bureau Chief, will notify the CONSULTANT in writing that the invoice is improper and indicate what corrective action on the part of the
CONSULTANT is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.

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

3.5. Each CONSULTANT invoice must include the following certification, and the CONSULTANT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

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

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

4. **CONTRACT PERIOD.**

The Agreement will be effective upon execution by all parties and will remain in effect for three (3) years from the support start date of November 1, 2020, with the option for two (2) additional one (1) year renewal periods, unless terminated, pursuant to Paragraph 10 or 11 below, or as amended in writing by the parties.

5. **PROJECT RECORDS AND DOCUMENTS.**

The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all
questions arising from it are resolved. The CONSULTANT will maintain all such records and
documents for at least five (5) years following completion of the PROJECT. If an audit has been
initiated and audit findings have not been resolved at the end of the five (5) years, the records
shall be retained until resolution of the audit findings, which would include an audit follow-up by
the inspection general if the findings result from an external auditor, or any litigation. The
CONSULTANT and any subcontractors understand and will comply with their duty, pursuant to
Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit,
inspection, review, or hearing.

5.1. Each party shall allow public access to PROJECT documents and materials made or
received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should
either party assert any exemption to the requirements of Chapter 119, F.S., the
burden of establishing such exemption, by way of injunctive or other relief as provide by
law shall be upon the asserting party. To the extent required by Section 119.0701, F.S., the
CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to
perform the service; (2) upon request from the DISTRICT’S custodian of public records,
provide the DISTRICT with a copy of the requested records or allow the records to be
inspected or copied within a reasonable time at a cost that does not exceed the cost
provided by law; (3) ensure that public records that are exempt or confidential and exempt
from public records disclosure requirements are not disclosed except as authorized by law
for the duration of the term of this Agreement and following completion of the Agreement if
the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion
of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of
the CONSULTANT or keep and maintain public records required by the DISTRICT to
perform the service. “Reasonable” shall be construed according to circumstances, but
ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday
through Friday. In the event any work is subcontracted, the CONSULTANT shall similarly
require each subcontractor to maintain and allow access to such records for inspection,
review, or audit purposes. If the CONSULTANT transfers all public records to the DISTRICT
upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public
records that are exempt or confidential and exempt from public records requirements. If the
CONSULTANT keeps and maintains public records upon completion of this Agreement, the
CONSULTANT shall meet all applicable requirements for retaining public records. All
records stored electronically must be provided to the DISTRICT, upon request from the
DISTRICT’S custodian of public records, in a format that is compatible with the information
technology systems of the DISTRICT.

5.2. IF THE CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO
THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by
telephone at 352-796-7211, ext. 5555, by email at
RecordsCustodian@swfwmd.state.fl.us or at the following mailing
address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
Any changes to the above contact information will be provided to the CONSULTANT in writing.

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

6. 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.

7. REPORTS.

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

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

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

7.3 The provisions of this Paragraph 7 shall survive the expiration or termination of this Agreement.

8. INDEMNIFICATION.

The CONSULTANT agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONSULTANT’S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.
9. INSURANCE REQUIREMENT.

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

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

$1,000,000 Per Occurrence

9.2. 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

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

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

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

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

9.7. The CONSULTANT must obtain certificates of Insurance from any subconsultant otherwise the CONSULTANT must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subconsultant by the CONSULTANT’S insurance policies.
10. **TERMINATION WITHOUT CAUSE.**

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONSULTANT. Termination is effective upon the tenth (10th) day as counted from the date of the written notice.

11. **DEFAULT.**

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by CONSULTANT or against CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief of debtors, or CONSULTANT becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by CONSULTANT entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If this Agreement is terminated due to CONSULTANT’S default, the CONSULTANT shall reimburse the DISTRICT for advance fees paid within fourteen (14) days of the termination of this Agreement. If, after termination by the DISTRICT, it is determined that the CONSULTANT was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. **RELEASE OF INFORMATION.**

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

13. **ASSIGNMENT.**

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

14. **LAW COMPLIANCE.**

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

The CONSULTANT must utilize the U.S. Department of Homeland Security’s Employment Verification (E-Verify) Program to verify the employment eligibility of CONSULTANT employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONSULTANT uses subconsultants to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than $3,000, the CONSULTANT must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: [http://www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

16. **VENUE AND APPLICABLE LAW.**

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

17. **REMEDIES.**

Unless specifically waived by the DISTRICT, the CONSULTANT’S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys’ fees and costs and attorneys’ fees and costs on appeal, due to said breach will be borne by the CONSULTANT. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT’S waiver of any of the CONSULTANT’S obligations will not be construed as the DISTRICT’S waiver of any other obligations of the CONSULTANT. This provision shall survive the termination or expiration of this Agreement.

18. **ATTORNEY FEES.**

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

19. **SUBCONSULTANTS.**

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

The DISTRICT expects the CONSULTANT to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONSULTANT in relation to this Agreement, to the extent the CONSULTANT maintains such information.

21. **THIRD PARTY BENEFICIARIES.**

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

22. **PUBLIC ENTITY CRIMES.**

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

23. **SCRUTINIZED COMPANIES.**

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

By signing this Agreement, the CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.
24. **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.

25. **SEVERABILITY.**

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

26. **DOCUMENTS.**

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

   DISTRICT’S Request for Proposals RFP 2003
   CONSULTANT’S Proposal to RFP 2003
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
ORACLE THIRD PARTY SUPPORT
ATTACHMENT 2

PUBLIC ENTITY CRIMES STATEMENT
FOR
ORACLE THIRD PARTY SUPPORT
RFP 2003

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

   (print individual's name and title)

   for

   (print name of entity submitting sworn statement)

   Whose business address is

   __________________________________________________________

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____________(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 133(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, ill any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287. 133(l)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

   _ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]
I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

CONSULTANT: __________________________________________________________
(Signature) Date

STATE OF FLORIDA COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this ___ day of ________________, 201__ by ________________________ as _________________________
of ________________________________, a ________________________ corporation, on behalf of the corporation. He/she is personally known to me or has produced ________________ as identification.

_____________________________________
Name typed/printed: _________________________
Notary Public, State of Florida Commission No: ____________________
My Notary Commission Seal:
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
EXHIBIT “A”
DISTRICT ORACLE INFRASTRUCTURE DIAGRAM
FOR
ORACLE THIRD PARTY SUPPORT
RFP 2003

VMware ESXi Host
8 CPU Cores
512 GB Memory
West Palm Beach Data Center

Oracle Linux Server 1
(DEV/UAT)
Virtual Machine
8 CPU Cores
256 GB Memory
DB 1 – Enterprise 12.2
Tuning
Diagnostics
Partitioning
DB 2 – Enterprise 12.2
Tuning
Diagnostics
Partitioning
DB 3 – Enterprise 12.2
Tuning
Diagnostics
DB 4 – Enterprise 12.2
Tuning
Diagnostics

Oracle Linux Server 2
(DEV/UAT)
Virtual Machine
8 CPU Cores
128 GB Memory
DB 1 – Enterprise 12.1
Tuning
Diagnostics
DB 2 – Enterprise 12.1
Tuning
Diagnostics
DB 3 – Enterprise 12.1
Tuning
Diagnostics
DB 4 – Enterprise 12.1
Tuning
Diagnostics

Oracle Linux Server 3 (Staging/POC)
Virtual Machine
4 CPU Cores
128 GB Memory
DB 1 – Enterprise 12.2
Tuning
Diagnostics
DB 2 – Enterprise 12.2
Tuning
Diagnostics
Partitioning
DB 3 – Enterprise 12.1
Tuning
Diagnostics
DB 4 – Enterprise 12.1
Tuning
Diagnostics

VMware ESXi Host
8 CPU Cores
512 GB Memory
Tampa Data Center

Oracle Linux Server 1
(PROD)
Virtual Machine
8 CPU Cores
256 GB Memory
DB 1 – Enterprise 12.2
Tuning
Diagnostics
DB 2 – Enterprise 12.2
Tuning
Diagnostics
DB 3 – Enterprise 12.2
Tuning
Diagnostics
DB 4 – Enterprise 12.1
Tuning
Diagnostics

Oracle Linux Server 2
(PROD)
Virtual Machine
8 CPU Cores
256 GB Memory
DB 1 – Enterprise 12.1
Tuning
Diagnostics
DB 2 – Enterprise 12.1
Tuning
Diagnostics
DB 3 – Enterprise 12.1
Tuning
Diagnostics
DB 4 – Enterprise 12.1
Tuning
Diagnostics
EXHIBIT “B”
DISTRICT ORACLE LICENSED PRODUCTS
FOR
ORACLE THIRD PARTY SUPPORT
RFP 2003

The following products reflect current District licensing for Oracle products to be supported:

<table>
<thead>
<tr>
<th>Product Name</th>
<th>CSI#</th>
<th>License Type</th>
<th>Quantity</th>
<th>License Level</th>
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<td>Oracle Linux Server</td>
<td>20299688</td>
<td>Processor Perpetual</td>
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<td>Full Use</td>
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<td>Trainee Perpetual</td>
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