

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS**

**SUBMIT PROPOSALS TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
VIA: [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)**

**Direct Inquiries to: Rachelle Jones, Senior Procurement Specialist  
Phone: 352-231-8390; FAX: 352-754-3497; E-mail: [Rachelle.Jones@watermatters.org](mailto:Rachelle.Jones@watermatters.org)**

DATE POSTED: **December 19, 2022**  
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PROPOSALS WILL BE OPENED:  
**January 24, 2023 at 2:00 p.m., and may not be  
withdrawn for 120 days after this date.**

**NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: NONE**

**ORAL PRESENTATIONS: NONE**

**TITLE: RFP 23CN0003980 District Sterling Initiative Assessment**

**SPECIFICATIONS:** The Southwest Florida Water Management District (District) is requesting proposals from experienced and qualified firms on consulting services as it relates to The Sterling Council evaluation of the Regulation Division's Sterling assessment initiative. The scope of this project includes identifying, procuring, and assessing the maturity of the Regulation Division in relation to the Sterling/Baldrige criteria with a goal of applying for the Governor's Sterling Award (GSA) in October 2024. The ideal consultant will use the assessment to prepare and submit an application on behalf of the Regulation Division for the GSA. The goal of the Sterling assessment initiative is to improve organizational performance in Regulation by identifying areas of improvement, implementing effective changes, and tracking progress while executing one of the District's strategic planning goals in the area of customer and community services.

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.

**THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) AND [WWW.WATERMATTERS.ORG/PROCUREMENT](http://WWW.WATERMATTERS.ORG/PROCUREMENT). THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM). THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT ITS PROPOSAL IS TIMELY UPLOADED. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED. TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED.**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS #23CN0003980  
DISTRICT STERLING INITIATIVE ASSESSMENT**

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## **PART I - GENERAL CONDITIONS**

- 1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to hire Consulting Services for the District Regulation Division to implement the Sterling/Baldrige framework described in Part III, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response 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 response 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 CHANGES, DELAYS, AND ADDENDA.** District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, addenda and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com). Potential respondents are responsible for rechecking the websites for any changes or addenda prior to the due date and time.

All interpretations and supplemental instructions will be in the form of written Addenda to the solicitation documents including District answers provided in response to the Technical Questions provided in Section 1.9 of this RFP. Failure to acknowledge receipt of all Addenda may be grounds for rejection of a proposal.

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Prospective Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting solicitation or contract documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

- 1.5 PRE-PROPOSAL CONFERENCES.** A pre-proposal conference will not be held for this RFP.
- 1.6 RULES FOR PROPOSALS.** Two (2) or more firms may combine for the purpose of responding to this RFP providing that one (1) is designated as "Prime" Respondent and the other 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 it 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 page.
- 1.7 PROPOSAL FORMAT.** In order to assist the District's review process, proposals are to be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

Each Respondent shall submit two electronic Adobe™ Document Format Files (.PDF).

- File #1 shall contain all non-price factors; Sections 1 thru 6.
- File #2 shall contain the cost/fee schedule containing all price information as defined in Attachment 2, Cost/Fee Response Form; Section 7.

### **Adobe File #1:**

#### **1.7.1 Sign and Return the Request for Proposal Form** (Cover Sheet)

#### **1.7.2 Table of Contents with clear identification of the material by section and page number.**

- 1.7.3 Section 1: Letter of Transmittal.** This letter should not exceed two (2) pages in length and should briefly state the Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion. This letter should give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses, telephone numbers and email addresses. This letter must be signed by an official authorized to negotiate for the Respondent.
- 1.7.4 Section 2: Minimum Requirements.** This section of the proposal will include evidence of the following qualifications:
- 1.7.4.1 Having a minimum of one (1) year of experience as a Lead or Master Sterling Examiner and/or Baldrige Examiner and a current Certified Sterling Examiner.
- 1.7.4.2 The person signing the proposal must be an authorized signatory of Respondent as demonstrated by such individual being listed as an officer on the Florida Division of Corporations (Sunbiz.org) website or in Respondent's Articles of Incorporation, or specifically authorized on a Board Resolution. Such documentation verifying the authorized signatory must be submitted as part of this section.
- 1.7.4.3 Must have experience with the Governor's Sterling Award (GSA) and the application process.
- 1.7.5 Section 3: Resumes.** Provide resumes and biographical information on key personnel that will be directly involved in the decision-making process for the District. Include the position held at the firm, the role they will fulfill in the execution of the project, the number of years at the firm, total years of experience, any professional licenses and designations, the number of accounts managed, and the operating office that they are based out of.
- 1.7.6 Section 4: Scope of Services.** This section of the proposal should explain the Respondent's understanding of the overall Sterling Council evaluation process and detail your approach, time schedule, activities, and work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal the strategies and procedures that the organization is proposing to use to successfully accomplish the Project in accordance with this solicitation. See Part III, Nature of Services Require, Paragraph 3.3, Scope of Services, for details.
- 1.7.7 Section 5: References.** Provide three (3) references from clients for whom you performed services similar in scope and complexity to this RFP within the last five (5) years. Florida and Georgia public agency references are preferred. Include a contact name, address, telephone number, and email address. Identify the nature of the services provided, length of services, and list the names and roles of key personnel used for the referenced client.
- 1.7.8 Section 6: Submittal of Proposal Documents.** In addition to the proposal submission requirements, all proposal documents and forms listed below 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.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

- 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 4 – Mutual Nondisclosure Agreement
- Attachment 5 – Public Entity Crime Statement
- Attachment 6 – Certification Regarding Drug-Free Workplace Requirements.
- Additional Data: Briefly describe any additional information which you feel is pertinent for consideration.

## Adobe File #2:

**1.7.9 Section 7: Cost/Fees.** This section of the proposal should detail all costs associated with completion of the Scope of Work broken down by major category as provided in Subsection 3.5, Work Products Required. Should the Respondent propose the Project be done in phases, this section must include costs per phase by category, as well as total Project costs per category. Include in this schedule, any additional expenses not covered through the fee structure that will be expected in order to implement this service. Attachment 2, Cost Proposal Response Form, will be negotiated with the most qualified firm(s) as provided in Part VI, Evaluation Procedures of this RFP and Section 287.055, F.S.

Any travel expenses that may be authorized under the Agreement will be paid in accordance with Section 112.061, Florida Statutes, and the District Procedure: Travel; Effective June 30, 2018, Attachment 1, as both may be amended from time to time.

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs must not include Florida State sales taxes applicable to materials purchased by the Respondent in accordance with Florida law.

**1.8 PROPOSAL OPENING.** Proposal opening will be open to the public, on the date and at the time specified in the RFP. It is the Respondent's responsibility to assure that its proposal is uploaded to DemandStar at the proper time. Proposals which for any reason are not timely uploaded will not be considered.

To be considered, one electronic Adobe™ Document Format File (.PDF) of a proposal must be uploaded to [www.Demandstar.com](http://www.Demandstar.com), by 2:00 p.m., Local Time, on January 24, 2023. Proposals not received in a timely manner by DemandStar will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

The District may make an award within one hundred twenty (120) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within one hundred twenty (120) days, the response shall remain firm until either the District awards the Contract or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, Respondent agrees to all the terms and conditions of this RFP and those included in the sample agreement attached as Attachment 3. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal shall constitute 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, Respondent must submit its request under the procedure set forth in Section 1.9, Technical Questions.**

AS INDICATED ON THE COVER SHEET, THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR. PROPOSAL PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The District is providing a virtual option to join the proposal opening for RFP 23CN0003980 District Sterling Initiative Assessment. The meeting will begin at 2:00 p.m. on January 24, 2023. Respondents may view the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

Microsoft Teams meeting  
Join on your computer or mobile app  
Click here to join the meeting

<https://bit.ly/3FJP7gQ>

Or call in (audio only)

+1 786-749-6127,,105046641# United States, Miami

Phone Conference ID: 105 046 641#

**1.9 TECHNICAL QUESTIONS.** All questions must be presented in writing to [Procurement@Watermatters.org](mailto:Procurement@Watermatters.org) or the physical address as stated in Section 1.27 and received by the District no later than ten (10) calendar days prior to the proposal opening, 5:00 p.m. on January 13, 2023. Inquiries must reference the proposal title, number, and the date of proposal opening. Respondents are responsible to check the District's web site as specified in Section 1.4, Changes, Delays, and Addenda, for the District's responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

**1.10 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, 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.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement, or any renewal thereof, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

**1.11 PROPOSAL WITHDRAWAL.** Proposals may be withdrawn at any time prior to the opening via the DemandStar platform.

**1.12 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, Florida Statutes, 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 separate electronic copy PDF file) and mark that specific information as "CONFIDENTIAL", state the reason such information is exempt from public disclosure, and provide the specific statutory citation for such exemption (i.e., Section 815.04, Florida Statutes); otherwise, Respondent waives any possible or claimed exemption upon submission, effective at opening..

The Florida Public Records Act, Section 119.071(1)(b), Florida Statutes, as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intent to Award pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals.

**1.13 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. Proposals that fail to list all Sub-Respondents as required in Section 1.8, 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.

- 1.14 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 NOTICE OF INTENT TO AWARD.** The Notice of Intent to Award will be posted for review by interested parties on the District's Internet website, (<http://www.watarmatters.org/procurement>) and [www.demandstar.com](http://www.demandstar.com).
- 1.16 PROTESTS.** Any Respondent who protests the specifications or decision, or intended decision, 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, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 1.17 CONTRACT INFORMATION.** The contents of the proposal of the successful Respondent will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract resulting from this RFP and venue will lie in Hernando County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least five (5) years following completion date provided such disclosure does not undermine the independence or the validity of the audit process. The successful Respondent will also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract. A sample agreement is attached as Attachment 3.
- 1.18 INDEMNIFICATION.** See Paragraph 8 in Attachment 3, Sample Agreement.
- 1.19 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 contract with the District.
- 1.20 RETAINAGE.** INTENTIONALLY OMITTED.
- 1.21 TERMINATION.** Unless otherwise agreed to by the District, any contract resulting from this RFP may be terminated by the District without cause upon ten (10) days written notice. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement.
- 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 RFP. 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 RFP.

- 1.23 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability of any individual's disability status. This non-discrimination policy involves every aspect of the District's functions, including ones' access to, participation, employment, or treatment in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (Florida only); or email [ADACoordinator@WaterMatters.org](mailto: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), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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, Florida Statutes, 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.
- 1.25 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a proposal to this RFP, the Respondent certifies that it is not on the discriminatory vendor list.
- 1.26 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, 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 submitting a proposal in response to this RFP, 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 its proposal.
- 1.27 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 physical or email address:

**Procurement Services Office  
Southwest Florida Water Management District  
2379 Broad Street (U.S. Hwy. 41 South)  
Brooksville, Florida 34604-6899  
E-mail: [procurement@watermatters.org](mailto:procurement@watermatters.org)**

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

- 1.28 BACKGROUND CHECKS.** The District will require the Contractor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of 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 Contractor, or the District 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).

**1.29 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Consultant, purchases may be made under this RFP 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.

**1.30 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with Section 448.095, Florida Statutes Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with Section 448.095, F.S. and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that Respondent or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent and each subcontractor performing through Respondent are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

## **PART II - INTRODUCTION**

**2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits offers for the services of qualified Respondents for the following purpose:

To identify, procure, and assess the maturity of the Regulation Division in relation to the Sterling/Baldrige criteria with a goal of applying for the Governor's Sterling Award (GSA) in October 2024. The ideal consultant will use the assessment to prepare and submit an application on the behalf of the Regulation Division for the GSA. The goal of the Sterling assessment initiative is to improve organizational performance in Regulation by identifying areas of improvement, implementing effective changes, and tracking progress while executing one of the District's strategic plan goals in the area of customer and community services.

The District anticipates awarding one (1) contract to an experienced and qualified Consultant to perform the services set forth in this Request for Proposal.

**2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management 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 Request for Proposals will be three (3) years from the execution date with two (2) one (1) year options to renew.

**2.4 PROPOSAL CALENDAR.** The following is a list of key dates concerning this solicitation. All dates are subject to change:

|                                                                            |                   |
|----------------------------------------------------------------------------|-------------------|
| Request for Proposal issued by the District                                | December 19, 2022 |
| Deadline to submit Questions                                               | January 13, 2023  |
| Due date for Respondents to submit proposals (2:00 p.m.)                   | January 24, 2023  |
| Evaluator's Meeting ( <i>teams virtual meeting</i> , 10:00 a.m.)           | February 08, 2023 |
| Oral Presentations, <i>if required</i> , ( <i>Teams virtual meetings</i> ) | February 16, 2023 |
| Notice of Intent to Award, anticipated posting date                        | February 17, 2023 |

### **PART III - NATURE OF SERVICES REQUIRED**

**3.1 PROJECT DESCRIPTION.** The Southwest Florida Water Management District (District) is requesting proposals from experienced and qualified firms for consulting services as it relates to the Sterling Council evaluation of the Regulation Division's Sterling assessment initiative. The District's Regulation Division is in the process of using the Sterling/Baldrige framework to identify areas of improvement and implementing effective changes in efforts of continuing its service excellence. Regulation is the first division at the District to implement Sterling/Baldrige framework within its business processes. The framework will eventually be implemented throughout the entire District; however, consulting services for Regulation is only being requested with this solicitation. The District desires to engage experienced and qualified Sterling Council consultants to support the District's assessment initiative efforts. Consultant staff will work together with District staff as they determine the maturity of the Regulation Division according to the criteria. Through identified opportunities for improvement, the consultant and project team will then work together in implementing effective changes and preparing for the submittal of the GSA application assessment process. District staff will learn new methods of identifying areas of improvement, implementing effective changes, and tracking the progress of each opportunity for improvement that was implemented, while executing one of the District's strategic plan goals in the area of customer and community services. Work will be performed using the Sterling/Baldrige criteria. The District also desires consultants to provide mentoring to staff on how to properly implement criteria into Regulation's business processes. The end goal is that Regulation will be ready to submit a GSA application to the Sterling Council by October 2024 and then participate in a GSA assessment cycle in the Spring of 2025.

**3.2 WORK OBJECTIVE.** The ideal consultant will use the assessment to prepare and submit an application on the behalf of the Regulation Division for the GSA. The goal of the Sterling assessment initiative is to improve organizational performance in Regulation by identifying areas of improvement, implementing effective changes, and tracking progress while executing one of the District's strategic plan goals in the area of customer and community services.

3.2.1 The objectives of the Sterling consultant services include:

- 3.2.1.1 Respondent staff shall provide consultant services to the District to support the Regulation Division's Sterling assessment initiative.
- 3.2.1.2 Respondent shall provide written documentation as requested by the District in a mutually agreed upon format, when needed.
- 3.2.1.3 Respondent shall assist District staff in assessing the maturity of the Regulation Division in relation to the Sterling/Baldrige criteria.
- 3.2.1.4 District staff consists of senior leaders, management team, Regulation staff, and other District staff assigned to project resulting from this solicitation.

- 3.2.1.5 Respondent staff will provide mentoring services to District staff on Sterling/Baldrige criteria, when needed.
- 3.2.1.6 Respondent will participate in all meetings as scheduled by the District, when needed. Staff and Respondent availability will be coordinated prior to scheduling.
- 3.2.1.7 Respondent staff will use the assessment to prepare and submit an application on the behalf of the Regulation Division for the GSA.

**3.3 SCOPE OF WORK.** The scope of this project includes identifying and assessing the maturity of the Regulation Division in relation to the Sterling/Baldrige criteria with a goal of applying for the Governor's Sterling Award (GSA) in October 2024 and GSA assessment cycle occurring in Spring 2025.

3.3.1 Specific services, although not all-inclusive, are to be performed as follows:

- 3.3.1.1 Respondent shall conduct an assessment of the maturity of the Regulation Division in relation to the Sterling/Baldrige criteria.
- 3.3.1.2 The Respondent shall meet with District staff to understand its statutory requirements and business processes within the District's Regulation Division.
- 3.3.1.3 Using *The Sterling Council Management System Resource Guide*, the Respondent shall provide written feedback to the District project team on Sterling/Baldrige criteria maturity.
- 3.3.1.4 Respondent shall provide recommendations to the District on how to implement improvement projects and to close any process gaps.
- 3.3.1.5 The Respondent shall provide the District with a project plan with actions and milestones needing to be implemented.
- 3.3.1.6 Respondent shall meet with District senior leaders, management, and project leaders to coach and educate them on the Sterling criteria and initiative.
- 3.3.1.7 Respondent shall assist in preparing and submitting the GSA application in a timely manner.
- 3.3.1.8 Respondent shall assist District staff in developing the Organizational Profile.
- 3.3.1.9 Respondent shall write and submit a draft GSA application to the District for review and approval prior to submitting it to The Sterling Council. The GSA application should include a response to each overall criteria question and its accompanying multiple questions.
- 3.3.1.10 Respondent shall prepare staff for District site visits (i.e., mock site visits).
- 3.3.1.11 The Respondent shall determine training needs for District staff to be prepared for the GSA assessment site visits.
- 3.3.1.12 Logistics of setting up GSA assessment interviews with staff.
- 3.3.1.13 The Respondent shall work with the assigned team leads to ensure interviews are set up properly and with the proper District staff members.
- 3.3.1.14 Respondent shall attend GSA interviews with District staff.
- 3.3.1.15 Respondent shall provide the District with support and updates until the GSA application assessment is complete.

**3.4 PERFORMANCE SCHEDULE.** Respondent must be able to work on-site at the District Service offices in Brooksville, Florida, or Tampa, Florida or remotely as desired by the District. Respondents must be available to provide consultant services during core District business hours of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, or as mutually agreed upon.

**3.5 WORK PRODUCTS REQUIRED.**

- 3.5.1 Complete Sterling/Baldrige assessment recommendations for implementation
- 3.5.2 Complete and submit the “Application of Intent” by GSA deadline (in August 2024)
- 3.5.3 Provide final Organizational Profile
- 3.5.4 Provide accurate response to GSA award level process category criteria questions
- 3.5.5 Train and mentor designated District staff
- 3.5.6 Complete and Submit the GSA application response by deadline (October 2024)
- 3.5.7 Prepare staff for the GSA site visit interviews

**IV - INSURANCE REQUIREMENTS**

**4.1 INSURANCE REQUIREMENTS.** Any contract resulting from this RFP will require the successful Respondent (Consultant) to maintain, during the entire term of the contract, 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 the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

4.1.1 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 limits and coverage:

Per occurrence \$1,000,000

4.1.2 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 |

4.1.3 The District and its employees, agents, and officers **must be named as additional insured** on the all liability policies to the extent of the District's interests arising from the contract.

4.1.4 Consultant must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. If Consultant does not carry workers' compensation coverage, Consultant must submit to the District both an affidavit stating that the Consultant meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

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

- 4.1.6 The Consultant must obtain certificates of insurance from any subcontractor otherwise the Consultant must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Consultant's insurance policies.
- 4.1.7 The Consultant must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFP. 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.

**4.2 BID GUARANTEE.** INTENTIONALLY OMITTED.

**4.3 BONDING REQUIREMENTS.** INTENTIONALLY OMITTED.

## **PART V - EVALUATION PROCEDURES**

**5.1 REVIEW OF PROPOSALS.** During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. District Evaluation Committee members will individually evaluate all responsive and responsible proposals against the evaluation criteria described in Section 5.2., Evaluation Method and Criteria. The Evaluation Committee will meet at a public meeting which shall be properly noticed. Following discussions by the Evaluation Committee members, each Evaluation Committee member will independently complete his or her evaluation of each proposal and provide to the District Procurement staff. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The highest ranked Respondent will be the Respondent with the lowest total aggregate ranking. In the event of a tie, the raw scores will be totaled, and the Respondent deemed to have the highest rank, will be the Respondent with the highest cumulative raw score.

After the rankings, the Evaluation Committee will decide on whether they wish to be provided with oral presentations from the top ranked firms. If they do, the Evaluation Committee, in its sole discretion, will determine the number of the highest ranked firms to provide oral presentations. If the Evaluation Committee determines they do not wish to be provided with oral presentations, the award shall be made to the highest ranked firm, subject to the provisions of this RFP.

The District may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation will include, at a minimum, an authorized representative of Respondent, a member from the Procurement Office and a member from the District's end user department. The District reserves the right to negotiate any and all elements of a contract resulting from this solicitation. Pursuant to Chapter 286, Florida Statutes, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a firm is conducted, are exempt from Section 286.011, Florida Statutes and Section 24(b), Article I of the State Constitution.

Following the evaluations as provided herein, the District will commence cost negotiations with the highest ranked Respondent. If negotiations fail with the highest ranked Respondent, the District will commence negotiations with the second highest ranked Respondent. If such negotiations fail, this process will continue with the next highest ranked Respondent, until such time as a contract is negotiated to the satisfaction of the District, subject to the provisions of this RFP.

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

| <u>Category</u>                                                                                                                                                                                   | <u>Point Range</u>   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Organization Profile and Qualifications (Sections 1 &amp; 2) .....</b>                                                                                                                         | <b><u>0 - 30</u></b> |
| Ability to furnish the required services (10) / Performance history on similar projects (5) / Recent, current, and projected workload (10) / Willingness to meet time and budget requirements (5) |                      |

**Project Team Qualifications (Section 3) ..... 0 - 20**

Ability of professional personnel (10) / Relevant education and training (10)

**Technical and Management Approach (Sections 4 & 5) ..... 0 - 35**

Project goals and objectives clearly understood (15) / Quality, creativity, and depth of proposal (5) /

Commitment of staff and resources (5) / Project management, controls, and communications (10)

**Price/Fee Schedule (Section 7) ..... 0 - 15**

Respondent's price/fee schedule (Attachment 2, Price Proposal Response Form) shall be evaluated as follows: The lowest price receives the maximum points. The lowest price is then divided into itself or the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)

| <b>Example:</b>              | <b>Score A</b>                        | <b>Score B</b>                        | <b>Score C</b> |
|------------------------------|---------------------------------------|---------------------------------------|----------------|
| <b>Vendor Proposed Price</b> | \$42,375.00                           | \$37,500.00                           | \$33,900.00    |
| <b>Weighted Score</b>        | 80%                                   | 90%                                   | 100%           |
| <b>% Maximum Score</b>       | \$33,900 divided by<br>\$42,375 = 80% | \$33,900 divided by<br>\$37,500 = 90% |                |
|                              | 80% x 15 = 12                         | 90% x 15 = 13.5                       |                |
| <b>Points Award</b>          | <b>12</b>                             | <b>14</b>                             | <b>15</b>      |

**5.3 FINAL SELECTION.**

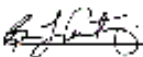
The District anticipates that on, or shortly after February 17, 2023, the Notice of Intent to Award will be posted on the District's Internet web site (<http://www.watermatters.org/procurement>) and at [www.demandstar.com](http://www.demandstar.com).

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**ATTACHMENT 1  
DISTRICT PROCEDURE: TRAVEL  
EFFECTIVE DATE JUNE 30, 2018**

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

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**PURPOSE**

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

**SCOPE**

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

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

#### **AUTHORITY**

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

## **STANDARDS**

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

## **PROCEDURE**

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

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

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

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

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

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

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

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

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



- Travel advance requests.

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

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

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

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

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

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

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

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

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

Governing Board members may elect to submit their TEs quarterly.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

selected.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

expenses.

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

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

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

**The following do not require a receipt:**

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

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

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

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

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

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

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

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

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

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

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

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

*The Executive Director may modify or interpret this Procedure.*

#### **DISTRIBUTION**

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

#### **REFERENCES**

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

#### **PERIODIC REVIEW**

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



## Certificate Of Completion

|                                                                    |                                     |
|--------------------------------------------------------------------|-------------------------------------|
| Envelope Id: 08245CDC66634F93B7E0311E55BA7C7E                      | Status: Completed                   |
| Subject: Please DocuSign: District Procedure - Travel - Final.docx |                                     |
| Source Envelope:                                                   |                                     |
| Document Pages: 11                                                 | Signatures: 1                       |
| Certificate Pages: 4                                               | Initials: 0                         |
| AutoNav: Enabled                                                   | Envelope Originator:                |
| Envelope Stamping: Enabled                                         | Shellie Ferreira-Lee                |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)                  | 2379 Broad Street                   |
|                                                                    | Brooksville, FL 34604               |
|                                                                    | Shellie.Ferreira@swfwmd.state.fl.us |
|                                                                    | IP Address: 204.76.240.236          |

## Record Tracking

|                       |                                     |                    |
|-----------------------|-------------------------------------|--------------------|
| Status: Original      | Holder: Shellie Ferreira-Lee        | Location: DocuSign |
| 7/16/2018 11:13:42 AM | Shellie.Ferreira@swfwmd.state.fl.us |                    |

### Signer Events

| Signature                                            | Timestamp                    |
|------------------------------------------------------|------------------------------|
| Brian Armstrong                                      | Sent: 7/16/2018 11:15:50 AM  |
| brian.armstrong@swfwmd.state.fl.us                   | Viewed: 7/23/2018 4:13:32 PM |
| Security Level: Email, Account Authentication (None) | Signed: 7/23/2018 4:15:39 PM |
| Using IP Address: 174.228.134.124                    |                              |
| Signed using mobile                                  |                              |

Electronic Record and Signature Disclosure:  
Accepted: 7/23/2018 4:13:32 PM  
ID: 614486ea-97d0-4b32-9081-a32eeac30ed4

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Michael Attard  
michael.attard@swfwmd.state.fl.us  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**COPIED**

Sent: 7/23/2018 4:15:40 PM  
Viewed: 7/24/2018 10:51:10 AM

Shellie Ferreira-Lee  
shellie.ferreira@swfwmd.state.fl.us  
Records Management Specialist  
SWFWMD  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**COPIED**

Sent: 7/23/2018 4:15:40 PM  
Resent: 7/23/2018 4:15:42 PM

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps



| Envelope Summary Events                    | Status           | Timestamps           |
|--------------------------------------------|------------------|----------------------|
| Envelope Sent                              | Hashed/Encrypted | 7/23/2018 4:15:40 PM |
| Certified Delivered                        | Security Checked | 7/23/2018 4:15:40 PM |
| Signing Complete                           | Security Checked | 7/23/2018 4:15:40 PM |
| Completed                                  | Security Checked | 7/23/2018 4:15:40 PM |
| Payment Events                             | Status           | Timestamps           |
| Electronic Record and Signature Disclosure |                  |                      |

### **Your Consent to Use Electronic Records and Signatures**

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us) of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

### **Right to Have Records Provided on Paper**

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us). Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

### **Right to Withdraw Your Consent to Receive Electronic Records; Consequences**

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us). Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

### **Hardware and Software Minimum Requirements**

To access and retain your agreement, you will need the following:

|                         |                                                                     |
|-------------------------|---------------------------------------------------------------------|
| Operating Systems:      | Windows 2000 or Windows XP                                          |
| Browsers (for SENDERS): | Internet Explorer 6.0 or above                                      |
| Browsers (for SIGNERS): | Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above) |
| Email:                  | Access to a valid email account                                     |

|                           |                                                                                                                                |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Screen Resolution:        | 800 x 600 minimum                                                                                                              |
| Enable Security Settings: | Allow per session cookies<br>Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

## ATTACHMENT 2

**COST PROPOSAL RESPONSE FORM  
FOR  
DISTRICT STERLING INITIATIVE ASSESSMENT PROJECT  
BID NUMBER RFP 23CN0003980**

The undersigned bidder agrees to furnish all labor, equipment, transportation, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Price Proposal Form.

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and installation.

| ITEM No.             | DESCRIPTION                                                                      | QUANTITY | UNIT | UNIT COST | TOTAL COST (\$) |
|----------------------|----------------------------------------------------------------------------------|----------|------|-----------|-----------------|
| 1                    | Complete Sterling/Baldrige assessment recommendations for implementation         | 1        | LS   | \$_____   | \$_____         |
| 2                    | Complete and submit the "Application of Intent" by GSA deadline (in August 2024) | 1        | LS   | \$_____   | \$_____         |
| 3                    | Provide final Organizational Profile                                             | 1        | LS   | \$_____   | \$_____         |
| 4                    | Provide accurate response to GSA award level process category criteria questions | 1        | LS   | \$_____   | \$_____         |
| 5                    | Train and mentor designated District Staff                                       | 1        | LS   | \$_____   | \$_____         |
| 6                    | Complete and submit the GSA application response by deadline (October 2024)      | 1        | LS   | \$_____   | \$_____         |
| 7                    | Prepare District staff for the GSA site visit interviews                         | 1        | LS   | \$_____   | \$_____         |
| TOTAL EXTENDED PRICE |                                                                                  |          |      |           | \$_____         |

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**ATTACHMENT 3  
SAMPLE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND**

**\_\_\_\_\_  
FOR  
DISTRICT STERLING INITIATIVE ASSESSMENT  
RFP 22CN0003980**

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 consulting services as it relates to the Sterling Council evaluation of the Regulation Division's Sterling assessment initiative as more particularly described in the DISTRICT'S Request for Proposal (RFP) No. 22CN0003980, District Sterling Initiative Assessment, hereinafter referred to as the "PROJECT"; and

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

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

**1. INDEPENDENT CONSULTANT.**

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

**2. PROJECT MANAGER AND NOTICES.**

Each party hereby designates the individual set forth below as its respective Project Manager for matters arising under this Agreement. Project managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Eryn Worthington  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899  
352-327-8949  
eryn.worthington@watermatters.org

Project Manager for the CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. Invoices shall be submitted annually by the CONSULTANT to the DISTRICT electronically at [invoices@WaterMatters.org](mailto: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; 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 consulting services related to the Sterling Council evaluation of the Regulation Division's Sterling assessment initiative Agreement between the Southwest Florida Water Management District and \_\_\_\_\_ (Agreement No. 23CN0003980), 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, 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 three (3) years following completion of the PROJECT.

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, Florida Statutes To the extent required by Section 119.0701, Florida Statutes, the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

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 352-205-8482, by email at [RecordsCustodian@swfwmd.state.fl.us](mailto: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 all liability policies 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, Florida Statutes 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, Florida Statutes 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>.

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, Florida Statutes. 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, Florida Statutes. 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), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a



bid, 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, Florida Statutes, 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, Florida Statutes, 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. DATA SECURITY.

The CONSULTANT warrants that the DISTRICT Data, shall be maintained in strict confidence by CONSULTANT and shall not at any time, either during the term of this Agreement or thereafter, disclose the DISTRICT Data or make it available in any form to any person or entity other than to the DISTRICT, its current authorized employees, and designated contractors. The CONSULTANT shall take such safeguards that is necessary to prevent disclosure of the DISTRICT Data to unauthorized persons and entities. The CONSULTANT warrants that the DISTRICT Data shall be maintained and processed only in the continental United States. The CONSULTANT warrants that it will maintain the confidentiality and security of the DISTRICT'S Data. The CONSULTANT shall be responsible for

any costs and expenses, including legal fees, incurred by the DISTRICT in connection with the enforcement of this Section. The CONSULTANT acknowledges that any breach of this paragraph would result in irreparable harm to the DISTRICT for which an adequate remedy at law does not exist. Accordingly, the CONSULTANT hereby agrees that the DISTRICT is entitled to the entry of a preliminary and permanent injunction or other appropriate equitable relief in the event of such breach. If the CONSULTANT fails to comply with this paragraph, the DISTRICT shall be entitled to terminate this Agreement and receive a full refund of the fees prepaid by the DISTRICT.

The CONSULTANT shall establish procedures that its employees and agents acknowledge and comply with these DATA SECURITY procedures. Acknowledgements will be made available to the DISTRICT within 30 days of DISTRICT'S request.

27. 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 22CN0003980  
CONSULTANT'S Proposal to RFP 22CN0003980

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

SAMPLE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
DISTRICT STERLING INITIATIVE ASSESSMENT  
RFP 22CN0003980

ATTACHMENT 4  
MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE 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 \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Consultant."

1. Nature and Purpose. The District desires to engage the Consultant to implement \_\_\_\_\_ (the "Project"). This Agreement is made in order for either party to disclose ("Disclosing Party") to the other ("Receiving Party") during the term of this Agreement, such technical, business and personal information as the Disclosing Party may elect to disclose, so that the Receiving Party may review and use the same solely for the purpose of completing the Project, under terms that will protect the confidential and proprietary nature of such information.

2. Confidential Information.

2.1 As used in this Agreement, "Confidential Information" shall mean information which is a "trade secret" and made confidential and exempt from disclosure by Section 815.045, Florida Statutes. "Trade secret" is defined in Section 812.081(1)(c), Florida Statutes, as follows:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be: 1. Secret; 2. of value; 3. for use or in use by the business; and 4. of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it, when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

2.2 Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to or at the time of such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Such confirmation shall describe in detail the information which qualifies as Confidential Information under this Agreement. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly identified and marked as Confidential Information at the time of receipt. Information whether disclosed orally, visually or in tangible form (whether by

document, electronic media or other form), shall not be considered Confidential Information if such information is non-confidential pursuant to Paragraph 3 below.

- 2.3 In addition to the above, "Confidential Information" shall also include information made confidential and exempt from disclosure under Chapter 119, Florida Statutes, Florida's Public Records Act, as may be amended from time to time. Such exempt information includes, but is not limited to, social security numbers, bank account numbers, and debit, charge and credit card numbers. Exempt information under Section 119.071(5), Florida Statutes, shall be considered "Confidential Information" regardless of whether such information is marked "Confidential Information."

3. Non-Confidential Information. The obligations of this Agreement hereof shall not apply to any information if:

- 3.1. It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- 3.2. It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- 3.3. It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder;
- 3.4. It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information; or
- 3.5. Such information is a public record subject to disclosure under Section 119, Florida Statutes

4. Restrictions.

- 4.1 Disclosure to Third Parties. The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose as stated in Section 1, and (i) is an accountant, attorney, underwriter or adviser under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.
- 4.2 Disclosure within Receiving Party's Organization. The Receiving Party shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary or desirable for negotiations, discussions and consultations with personnel or authorized representatives of the parties, relating to the purposes set forth in Section 1. The Receiving Party agrees to have any and all individuals who may have access to Confidential Information acknowledge the obligations contained in this Agreement regarding the protection and use of the Disclosing Party's Confidential Information prior to such individuals having access to Confidential Information.

- 4.3 Duty of Care. The Receiving Party shall maintain the Disclosing Party's Confidential Information using the same degree of care as it uses to protect its own confidential information but in any case, using no less than a reasonable degree of care. The Receiving Party shall immediately notify the Disclosing Party if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.
- 4.4 Return or Destruction of Confidential Information. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made therefrom shall be immediately destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party shall certify in writing to the Disclosing Party, upon Disclosing Party's request, that all such information, including all copies, has been destroyed.
- 4.5 Data Protection and Privacy Laws. Consultant shall comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. Consultant shall provide notice to the District of any breach of security concerning confidential personal information where such information was previously disclosed to Consultant by District pursuant to this Agreement, in accordance with Section 501.171, Florida Statutes
- 4.6 Access of Social Security Numbers. The parties agree that social security numbers shall only be disclosed in accordance with Section 119.071(5)(a)7., Florida Statutes
- 4.7 Legal Action Requiring Disclosure. If Receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, Receiving Party shall give Disclosing Party prompt notice of such request so that Disclosing Party may seek an appropriate protective order or similar protective measure. If Receiving Party is nonetheless compelled to disclose the Confidential Information, Receiving Party shall disclose only that portion of the Confidential Information that Receiving Party is legally required to disclose.
5. No License. No license to the Receiving Party under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.
6. Contact Person. The parties agree to appoint the following contact persons to control dissemination of the Confidential Information:

For District:

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For Consultant:

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Any changes to the above contact persons must be provided to the other party in writing.



7. Term. This Agreement shall be effective upon execution by both parties and shall govern all communications of the Confidential Information by Disclosing Party from the effective date of this Agreement through the date on which the Project is complete or is no longer being pursued by the parties.
8. Survival. Notwithstanding the termination of this Agreement, the obligations of each party regarding the protection and use of the other party's Confidential Information shall survive the termination of this Agreement in perpetuity.
9. Florida Law. Notwithstanding any other term or condition of this Agreement, the District does not agree to any term or condition that conflicts with Florida law as may be amended from time to time.
10. Miscellaneous.
  - 10.1 In the event of any litigation or other proceedings before an adjudicative authority regarding the construction hereof or any breach hereof, the non-prevailing party shall pay the reasonable attorneys' fees and expenses of the prevailing party incurred therein.
  - 10.2 Each party acknowledges that unauthorized disclosure or use of the Confidential Information by the Receiving Party may cause irreparable harm and damage to the business of Disclosing Party which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunction relief request may be in addition to, and not in lieu of, any appropriate monetary damages.
  - 10.3 In the event of any legal proceedings arising from or related to this Agreement venue for such proceedings, if in state court, will be exclusively in Hernando County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.
  - 10.4 This Agreement shall be construed in accordance with the laws of Florida in the United States, without regard to principles of conflicts of law.
  - 10.5 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
  - 10.6 In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

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: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name/Title Date  
Authorized Agent for Company

**ATTACHMENT 5  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
DISTRICT STERLING INITIATIVE ASSESSMENT  
RFP 22CN0003980**

**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, 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 CONSULTANT 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 \_\_\_\_\_,  
202\_\_

by \_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_ corporation, on  
behalf of

the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:



**ATTACHMENT 6**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**DISTRICT STERLING INITIATIVE ASSESSMENT**  
**RFP 22CN0003980**

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)

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Company:

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By:

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|                                        |      |
|----------------------------------------|------|
| Signature of Authorized Representative | Date |
|----------------------------------------|------|