

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
VIA: WWW.DEMANDSTAR.COM

Direct Inquiries to: Chamanda Burris, Procurement Specialist
Phone: 352-505-2970; E-mail: Procurement@Watermatters.org

DATE POSTED:
October 25, 2024

**PROPOSALS WILL BE OPENED:
November 19, 2024, at 2:00 p.m., and may not be withdrawn for 120
days after this date.**

MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT: None

ORAL PRESENTATIONS: None

TITLE: RFP 24-4534 PHYSICAL RISK ASSESSMENT

SPECIFICATIONS: The District is requesting pricing proposals for an independent and non-product affiliated security consulting firm to perform a physical security risk assessment for the named facilities in this RFP in accordance with Florida Statue 373.6055.

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 Proposal 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 the terms and conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the Respondent.

THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON WWW.DEMANDSTAR.COM AND WWW.WATERMATTERS.ORG/PROCUREMENT. THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT WWW.DEMANDSTAR.COM. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ENSURE 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 24-4534
PHYSICAL RISK ASSESSMENT**

TABLE OF CONTENTS

PART 1 - GENERAL CONDITIONS

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Development Cost
- 1.4 Changes, Delays, and Addenda
- 1.5 Pre-Proposal Conferences and Site Visit
- 1.6 Rules for Proposals
- 1.7 Proposal Format
- 1.8 Proposal Opening
- 1.9 Questions
- 1.10 Conflict of Interest
- 1.11 Proposal Withdrawal
- 1.12 Public Availability of Records
- 1.13 Responsive/Responsible
- 1.14 Right to Accept or Reject Proposals
- 1.15 Notice of Intent to Award
- 1.16 Protests
- 1.17 Contract Information
- 1.18 Indemnification
- 1.19 Withholding Payment
- 1.20 Retainage
- 1.21 Termination
- 1.22 Law Compliance
- 1.23 American With Disabilities Act (ADA)
- 1.24 Public Entity Crimes
- 1.25 Discrimination
- 1.26 Responsible Vendor Determination
- 1.27 Scrutinized Companies
- 1.28 Correspondence
- 1.29 Background Checks
- 1.30 Purchases by Other Public Agencies
- 1.31 Employment Eligibility Verification
- 1.32 Exempt and Confidential Documents
- 1.33 No Coercion for Labor or Services
- 1.34 Contracting With Entities of Foreign Countries of Concern

PART 2 - INTRODUCTION

- 2.1 General Information
- 2.2 Background Information
- 2.3 Term of Contract
- 2.4 Estimated Quantities
- 2.5 Proposal Calendar

PART 3 – NATURE OF SERVICES REQUIRED

- 3.1 Work Objective
- 3.2 Scope of Work
- 3.3 Deliverables
- 3.4 Cost/Fees

PART 4 - INSURANCE

- 4.1 Insurance Requirements
- 4.2 Bid Guarantee
- 4.3 Bonding Requirements

PART 5 - EVALUATION PROCEDURES

- 5.1 Review of Proposals
- 5.2 Evaluation Method and Criteria
- 5.3 Final Selection

ATTACHMENTS

- Attachment 1 Proposal Response Form
- Attachment 2 Mutual Nondisclosure Agreement
- Attachment 3 Affidavit for Contracting with Entities of Foreign Countries of Concern
- Attachment 4 Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 Affidavit for Use of Coercion for Labor or Services
- Attachment 6 Professional References From
- Attachment 7 Exempt Documents Distribution Agreement
- Attachment 8 Sample Agreement
- Attachment 9 District Travel Procedure

PART 1 - GENERAL CONDITIONS

- 1.1 PURPOSE.** The District is requesting pricing proposal for an independent and non-product affiliated security consulting firm to perform a physical security risk assessment described in Part 3, hereinafter referred to as the "Project".
- 1.2 DEFINITIONS.** "Respondent" means consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "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.** The 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, and addenda are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Potential respondents receiving solicitations from the Internet websites are responsible to recheck the websites for any changes or addenda.

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 questions in Section 1.9, Questions, of this RFP. Respondents will acknowledge receipt of all Addenda in their 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 AND SITE VISIT.** This section is intentionally left blank.
- 1.6 RULES FOR PROPOSALS.** 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 5, Evaluation Procedures. Each Respondent shall submit two electronic Adobe Document Files (.pdf).
- File #1 shall contain all non-price factors; sections 1 through 7 of 1.7 PROPOSAL FORMAT.
 - File #2 shall contain the cost/fee schedule containing all price information as defined in Attachment 1, Proposal Response Form; section 8 of 1.7 PROPOSAL FORMAT.
- 1.7.1 Proposal Response Form:** Sign and return the cover sheet (page 1 of this RFP).
- 1.7.2 Table of Contents:** This should include clear identification of the material by section and page number.
- 1.7.3 Letter of Transmittal.** This letter should not exceed two (2) pages in length and must 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 based upon a negotiated timeline with the awarded Respondent

and the District. This letter must give the names of the individuals who will be authorized to make representations for the organization, their titles, office addresses, telephone numbers and email addresses. This letter must be signed by an official authorized to negotiate for the Respondent.

- 1.7.4 **Minimum Consultant Qualifications:** This section of the proposal will include the following qualifications:
- 1.7.4.1 Having no fewer than five (5) years of experience in performing security assessment and technical security designs for government entities.
 - 1.7.4.2 Be independent and non-product affiliated.
 - Respondent submitting the proposal must not be in the business of or in a relationship with any organization selling security solutions including systems hardware or guard services.
 - 1.7.4.3 Present sufficient resources required to carry out the project within the agreed upon overall timeline.
 - 1.7.4.4 Resumes with qualifications provided for approval by the District Project Manager for staff assigned to work on the project.
 - 1.7.4.5 Demonstrated experience conducting work comparable to the Scope of Work (SOW) of this RFP of similar or larger size.
 - Provide three (3) references, on Attachment 6 - Professional References Form, from clients for whom you performed services similar or greater in scope and complexity to this RFP within the last five (5) years. Include a contact name, address, telephone number, and email address. The nature of the services provided, length of services, and listing the names and roles of key personnel used for the referenced client must also be included with your response
 - Summary of at least three (3) comparable projects in the government sector.
- 1.7.5 **Management/Director Resumes:** Provide resumes and biographical information for key personnel that will be directly involved in the decision-making process with 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, the number of accounts managed, the operating office that they are based out of, and proof or copies of any professional licenses and designations.
- 1.7.6 **Scope of Work:** This section of the proposal should explain the Respondent's understanding of the overall Risk Assessment evaluation process and detail your approach, time schedule, activities, describe the final product of the assessment, 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 3, Nature of Services Required, Paragraph 3.2, Scope of Work, for details.
- 1.7.7 **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, including signature if requested, and submitted with the proposal. Failure to do so may result in the rejection of the proposal as non-responsive.
- Addenda Acknowledgement – With the proposal, the Respondent must acknowledge receipt of all written addenda issued for this solicitation on each Addendum Form issued.
 - Attachment 1 – Proposal Response Form
 - Attachment 2 – Mutual Nondisclosure Agreement
 - Attachment 3 – Affidavit for Contracting with Entities of Foreign Countries of Concern
 - Attachment 4 – Certification Regarding Drug-Free Workplace Requirements
 - Attachment 5 – Affidavit for Use of Coercion for Labor or Services

- Attachment 6 – Professional References Form
- Attachment 7 – Exempt Documents Distribution Agreement

1.7.8 **Cost/Fees:** This section of the proposal should detail all costs associated with completion of the SOW broken down by major category as provided in Subsection 3.3 – Deliverables. Include in this schedule, hourly rates (including holiday, nights and weekend hourly rates) per labor category assigned to the project, a matrix of tasks and hours dedicated to each task by project labor category, and any additional expenses not covered through the hourly rate that will be negotiated with the most qualified firm(s) as provided in Part 5 – Evaluation Procedures of this RFP and Section 287.055, Florida Statutes.

Any additional travel expenses that are not included in either the hourly rate of included as a flat rate in the additional expenses not covered by the hourly rate may be authorized under the Agreement and if authorized, will be paid in accordance with Section 112.061, Florida Statutes, and Attachment 9 – District Procedure: Travel; Effective June 30, 2018, 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 States sales taxes applicable to materials purchased by the Respondent in accordance with Florida law.

1.8 PROPOSAL OPENING. Proposal opening will be 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 are not uploaded by that time, for any reason, will not be considered.

To be considered, two electronic Adobe Document Format Files (.pdf) of the proposal must be uploaded to www.Demandstar.com, by **2:00 p.m., Local Time, on Tuesday, November 19, 2024**. 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 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 Respondent(s) 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 an 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 Attachment 8 - Sample Agreement. 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, 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 an virtual option to join the proposal opening for RFP 24-4534, Physical Risk Assessment. The meeting will begin at 2:00 p.m. Local Time on Tuesday, November 19, 2024. 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/3UdOm6N1.9)
<https://bit.ly/3UdOm6N1.9>

Meeting ID: 237 115 427 069
Passcode: jwq5aL

Or call in (audio only)
[+1 786-749-6127](tel:+17867496127), [517199836#](tel:+17867496127) United States, Miami
Phone Conference ID: 517 199 836#

1.9 QUESTIONS. All questions must be presented in writing to Procurement@Watermatters.org, or the physical address as stated in Section 1.28 and received by the District no later than **5:00 p.m. on Friday, November 8, 2024**, ten (10) calendar days prior to the proposal opening. Inquiries must reference the proposal title, number and the date of proposal opening. Respondents are responsible for checking 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 3, 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 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 be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. 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 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 agreed upon. 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.
- 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.watermatters.org/procurement>) and 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 Hillsborough 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 8.
- 1.18 INDEMNIFICATION.** See Attachment 8 – Sample Agreement, paragraph 8.

- 1.19 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available by 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.** This section is intentionally left blank.
- 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 (10th) 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 one's 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. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By submitting a proposal to this RFP, the Respondent certifies that it is not on the discriminatory vendor list.
- 1.26 RESPONSIBLE VENDOR DETERMINATION.** The Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor

1.27 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 one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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

Procurement Services Office
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: 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.

1.29 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, Florida Statutes, for further detail about statutory requirements).

1.30 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the Respondent, 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.

1.31 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.

1.32 EXEMPT AND CONFIDENTIAL DOCUMENTS. Reference documents that are confidential and/or exempt pursuant to section 119.071(3), Florida Statutes, shall be made available to interested individuals or entities subject to applicable law. Specifically, to receive figures marked as confidential and/or exempt reference documents as an electronic file or other media as the District may deem appropriate (Exempt Documents), potential respondents must have an authorized representative sign the District's standard Exempt Documents Distribution Agreement (EDDA) form which is provided in this RFP as Attachment 7 – Exempt Documents Distribution Agreement. Upon the District's receipt of a signed EDDA and its confirmation that the potential respondent may receive confidential and/or exempt documents, the potential respondent shall be provided access to the Exempt Documents. Potential respondents shall send a completed and signed EDDA to Procurement Services at Email: procurement@watermatters.org. Potential respondents are encouraged to submit a signed EDDA as soon as possible. The District will review completed, signed EDDAs on a first come, first served basis subject to staff availability. EDDAs received less than three business days before the opening date and time will not be reviewed.

1.33 NO COERCION FOR LABOR OR SERVICES. In accordance with section 787.06, Florida Statutes, a non-governmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services. Attachment 5 – Affidavit for Use of Coercion for Labor or Services is attached.

1.34 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN. accordance with section 287.138, Florida Statutes, prior to submitting a bid, proposal, or reply to the District, or entering into a contract (including a purchase order) with the District which would grant the entity access to an individual's personal identifying information, must provide the District with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting it is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the entity organized under the laws of or has its principal place of business in a foreign country of concern. The affidavit form is attached.

PART 2 – INTRODUCTION

2.1 GENERAL INFORMATION. The Southwest Florida Water Management District (District) has established an Infrastructure Security Assessment Team who seeks the assistance of a third party to conduct a security risk assessment and assist the District in reviewing the current security of the District's critical infrastructure and developing a security assessment report that includes implementation and recommendations of potential physical security upgrades with estimated costs for recommended improvements resulting from the study.

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

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

systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

2.3 TERM OF CONTRACT. The contract is for the production of a Physical Risk Assessment as outlined in 3.2 Scope of Work. The Respondent agrees to abide by the timeline agreed upon by the District and Respondent, the end of which will result in the production of the final work product based on the entire Scope of Work. There will be no renewals to this contract.

2.5 PROPOSAL CALENDAR. The following is a list of key dates concerning this solicitation.

Request for Proposal issued by the District	October 25, 2024
Deadline to submit Questions	November 8, 2024
Attachment 7 – Exempt Documents Distribution Agreement receipt deadline	November 8, 2024
Due date for Respondents to submit proposals (2:00 p.m. local time)	November 19, 2024
Preliminary Evaluation Meeting (Virtual, 12:00 p.m. local time)	December 5, 2024
Notice of Intent to Shortlist (if required)	TBD
Oral Presentations (Virtual – if required)	TBD
Final Evaluation Meeting (Virtual – if required)	TBD
Notice of Intent Award	TBD

Note: Dates are subject to change.

PART 3 – NATURE OF SERVICES REQUIRED

3.1 WORK OBJECTIVE. The District’s operations are located across 16 counties in Florida. Physical security assessments will be conducted at all District owned facilities and at all water control infrastructure deemed to be critical by District staff, such as those that have a high hazard potential rating. The water control structures deemed as critical to be assessed as part of the Project include 21 locations located in Citrus, Polk, Highlands and Hillsborough counties along with four (4) service office locations located in Brooksville, Tampa, Sarasota, and Bartow.

3.2 SCOPE OF WORK. The Physical Risk Assessment shall include the following:

- 3.2.1 A security threat assessment of each location identified in this RFP which will:
 - Identify security related threats from internal and external sources before, during, and after operating hours.
 - Crime analysis.
 - Identification of critical assets and pair most likely threats to identify:
 1. Most likely security scenarios on which to base the security program.
 2. Analysis of vulnerabilities.
 3. Assessment of impacts of threat scenarios.
 4. Identify actions that mitigate risk.
 5. Provide a tiered implementation strategy based on level of risk associated with each finding (Note: the risk associated tiers must be identified as follows):
 - Critical Risk
 - High Risk

- Medium Risk
- Low Risk
- Detailed cost estimates for the implementation of recommended measures by location and level of risk.

Note: For the purposes of this RFP, the assessment should not include an assessment of the electronic infrastructure, e.g. computer and communication systems. However, risks associated with the adjacent systems, i.e. access controls and video surveillance, being evaluated in this assessment may be in direct contact with or close proximity to the electronic infrastructure. Any potential risk to the electronic infrastructure by those adjacent systems must be clearly identified.

3.2.2 A review of the District incident reports related to criminal activities for the past two (2) years.

3.2.3 A physical evaluation of all sites during operating hours.

- The Consultant must coordinate with District staff in order to be escorted and provided access to the District's office buildings and water control structures during the core District business hours of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. Holidays will be determined by the District's calendar of holiday closures.
- The security assessment for water control structures will include the control room or control panels, generators (if present), the water control structure, infrastructure between the structures and controls such as ingress(es) and egress(es) and, electrical wiring. Respondent to determine if after-hours assessment will be necessary.

3.2.4 Staff interviews:

- For the purposes of this RFP, 15-20 staff interviews will be conducted.
- The interviewees will be determined in consultation with the District project manager.
- Interviews may include staff assigned to the Tampa and Brooksville Service Offices.

3.2.5 A physical evaluation of areas surrounding the buildings including ingress/egress, vegetation, service areas, parking lots and, physical controls such as bollards and gates.

3.2.6 The District's physical security training.

3.2.7 The District's mass notification capabilities.

3.3 DELIVERABLES. In addition to the items set forth above in Section 1.7.8, **Section 8: Costs and Fees**, the Respondent will deliver a security risk assessment report and cost estimate which will provide recommendations for:

- 3.3.1 Technical and physical security measures to mitigate or reduce risk to staff, information technology, and the District's critical infrastructure;
- 3.3.2 Security Awareness Programs intended to reduce victim assisted crimes;
- 3.3.3 Modifications to existing policies and procedures as appropriate;
- 3.3.4 Initial incident response measures for security driven events;
- 3.3.5 Tiered implementation strategies prioritized and based on the level of risk associated with each finding. Detailed security cost estimates for recommended measures must be included;
- 3.3.6 At least one presentation to management and stakeholder groups, not to exceed two hours, to review the findings and recommendations. A virtual meeting will be acceptable as a cost savings means.

3.4 COST/FEES. Please provide a cost proposal based upon your best understanding of the scope of the Project and the final assessment and recommendations to be delivered. This cost proposal should include the total estimated cost for this Project, itemized as laid out in the Attachment 1 - Proposal Response Form, This cost proposal should also include:

- 3.4.1 Hourly personnel rates for all staff assigned to this project;
 - Hours must be broken out by job type and the number of staffed positions within the type and must include any anticipated travel expenses.
 - Hours listed must only be the number of on-site (District sites) hours used to collect the data in order to complete the assessment. No additional writing, documentation or preparation hours are to be included.
 - Hourly personnel overtime, night or weekend rates.
- 3.4.2 Reimbursable rates for expenses such as printing, copies, etc.

PART 4 - 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
Project Aggregate	\$2,000,000

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 all liability policies to the extent of the District's interests arising from the contract.

4.1.4 The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. if applicable. If Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

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. This section is intentionally left blank.

4.3 BONDING REQUIREMENTS. This section is intentionally left blank.

PART 5 - 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 (if required) 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 it to the District Procurement staff. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one.

5.1.1 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.

5.2.2 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.

5.3.1 While the District may award a contract based on the initial offer contained in the response to this RFP, the District reserves the right to request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award.

5.4.1 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 using the following criteria:

CATEGORY	POINT RANGE
Organizational Profile and References	0 - 30
Ability to furnish the required end product(s) - 10	
Performance history on similar government projects - 5	
References - 10	
Local based business (within the 16 counties of the District) - 5	
Project Team Qualifications	0 - 20
Length of time in the business - 10	
Relevant education and training – 10	
Technical and Management Approach	0 – 35
Project goals and objectives clearly understood – 15	
Quality, creativity, and depth of proposal – 5	
Use of technology to streamline data collection and reporting - 5	
Project management, controls, and communications - 10	
Price/Fee Schedule	0 – 15
Based price/fee schedule (Attachment 1 - Proposal Response Form) shall be evaluated as follows: The lowest price will receive the maximum points. The lowest price is then divided by itself and also by the other prices to determine the weighted percentages. The percentages are then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)	
5.3 <u>FINAL SELECTION.</u> Once the final selection has been made, 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 .	

The remainder of this page is intentionally left blank.

Proposal and Contract Forms Required with Proposal Submission

**ATTACHMENT 1
PROPOSAL RESPONSE FORM
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT**

The undersigned respondent has carefully read this Request for Proposals (RFP) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The respondent certifies that its submission 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. The respondent agrees to be bound by all the terms and conditions of this RFP and certifies that the person signing this proposal is authorized to bind the entity. The respondent agrees that it will provide the work as stipulated if awarded the contract.

The respondent certifies that the Respondent Qualification Requirements attachment information provided is true and correct to the best of its knowledge.

_____ The
Respondent Name (Company Name as Contained on Corporate Seal)

Mailing Address Code	City	State	Zip
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Physical Address Code	City	State	Zip
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Telephone Number Address	Fax Number	Email
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Authorized Signature and Title	Date	Print/Type	Name
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respondent has also carefully read any Addenda issued for this RFP. Addenda are available at <http://www.watermatters.org/procurement> and www.demandstar.com. The respondent is responsible for reviewing these documents, signing each Addenda signature page, and submitting with the respondent's bid. Form appears on the following page.

☐ Respondent has not been debarred by a political agency within the State of Florida.

ATTACHMENT 1 (CONTINUED)
PROPOSAL RESPONSE FORM
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

The remainder of this page is intentionally left blank

ATTACHMENT 1 (CONTINUED)
PROPOSAL RESPONSE FORM
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

Staffing Costs

Job Title and Description		Number of Proposed Staff Members	Number of Proposed Hours Per Staff Member	Hourly Rate	Total Extended Cost
1				\$ _____	\$ _____
2				\$ _____	\$ _____
3				\$ _____	\$ _____
4				\$ _____	\$ _____
5				\$ _____	\$ _____
6				\$ _____	\$ _____
7				\$ _____	\$ _____
8				\$ _____	\$ _____
9				\$ _____	\$ _____
10				\$ _____	\$ _____
11				\$ _____	\$ _____
12				\$ _____	\$ _____
13				\$ _____	\$ _____
14				\$ _____	\$ _____
15				\$ _____	\$ _____
16				\$ _____	\$ _____
17				\$ _____	\$ _____
18				\$ _____	\$ _____
19				\$ _____	\$ _____
20				\$ _____	\$ _____
Staffing Costs Totals					\$
Miscellaneous Costs and Fees					
	Item Description	Quantity	Unit Price	Extended Price	
1			\$ _____	\$ _____	
2			\$ _____	\$ _____	
3			\$ _____	\$ _____	
4			\$ _____	\$ _____	
5			\$ _____	\$ _____	
6			\$ _____	\$ _____	
7			\$ _____	\$ _____	
8			\$ _____	\$ _____	
9			\$ _____	\$ _____	
10			\$ _____	\$ _____	
11			\$ _____	\$ _____	
12			\$ _____	\$ _____	
13			\$ _____	\$ _____	
14			\$ _____	\$ _____	
15			\$ _____	\$ _____	
Miscellaneous Costs Totals					\$
Total Proposal Cost					\$ _____

ATTACHMENT 2
MUTUAL NONDISCLOSURE AGREEMENT
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

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:
Kelley Azevedo

For Consultant:

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
Authorized Agent for Company Date

The remainder of this page is intentionally left blank.

ATTACHMENT 3
AFFIDAVIT FOR CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

Statement Under Section 287.138, Florida Statutes

Pursuant to section 287.138, Florida Statutes, this statement must be signed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

The entity identified below is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the entity organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____ Date: _____

The remainder of this page is intentionally left blank.

ATTACHMENT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

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 employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

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

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

Company:

By:

Signature of Authorized RepresentativeDate

The remainder of this page is intentionally left blank.

**ATTACHMENT 5
AFFIDAVIT FOR USE OF COERCION FOR LABOR OR SERVICES
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT**

Statement Under Section 787.06(13), Florida Statutes

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____ Date: _____

The remainder of this page is intentionally left blank.

**ATTACHMENT 6
PROFESSIONAL REFERENCES FORM
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT**

Company requesting Reference (Respondent): _____

Company providing Reference (Reference): _____

Reference Contact Name/Title: _____

Reference Contact Phone/Email: _____

(The following questions are general questions that can be asked from a reference. These questions can be modified/deleted and/or additional questions can be added to provide more detailed information as necessary.)

1. Describe the type of work and project performed by Respondent.

2. Was the project completed on time?

3. Was the project completed within budget?

4. What problems were encountered (unsatisfactory work, late reports, claims filed, etc.)?

How would you rate Respondent on a scale of 1 (low) to 10 (high) for the following?

Professionalism ____ Qualifications ____ Cooperation ____

Reliability ____ Budget Control ____ Deliverables ____

6. Would you contract with Respondent again?

7. Comments:

Completed by (signature) _____ Date _____

ATTACHMENT 7
EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (EDDA)
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

THIS EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (Agreement) is made by the undersigned individual, personally, and on behalf of the below named entity (Vendor), in consideration of the Southwest Florida Water Management District (District) considering releasing to Vendor certain documents protected under Chapter 119, Florida Statutes, in connection with the following District solicitation (Solicitation):

Vendor must fully complete, sign and return this Agreement to procurement@watermatters.org before the District will consider releasing any protected documents. The District will review complete, signed Agreements on a first come, first served basis subject to staff availability. Agreements received less than 3 business days before the Solicitation opening date and time will not be reviewed.

1. Purpose. To, in furtherance of Vendor's desire to respond to or otherwise be considered to perform work associated with the Solicitation, request to receive certain Solicitation-related documents (as electronic files or in such other medium as the District may provide) that are confidential and/ or exempt from public disclosure as provided by Sec. 119.071(3)(a) and/or (b), Florida Statutes (attached), hereinafter the "Exempt Documents". Vendor and I understand nothing in this Agreement guarantees or requires that the District provide access to the Exempt Documents.

2. Vendor Information:

Vendor Legal Name: _____
Vendor Address: _____
Vendor Contact Name: _____
Vendor Contact Email: _____
Vendor License No(s): _____
Vendor is a/an ☐ Architect | ☐ Engineer | ☐ Contractor | ☐ Other: _____

3. Recipient Certification. I, the undersigned individual, personally, and/or as an authorized representative of the Vendor, certify I have read and fully understand the responsibilities and obligations of Section 119.071(3), Florida Statutes, and agree that I and/or Vendor shall fully comply with said responsibilities and obligations, including maintaining the exempt and/or confidential status of the Exempt Documents received for so long as any such Exempt Documents are in our possession. I and/or Vendor shall destroy the Exempt Documents, including any lawful copies thereof, in any media lawfully allowed or made by or through Vendor, prior to the Solicitation opening date and time. Vendor and I agree that failure to so comply, including the destruction of the Exempt Documents (and any copies thereof by or through Vendor in any media) goes to our responsibility to be awarded the Solicitation and other public contracts.

4. Violation; Indemnification and Release. A knowing violation of the Public Records Law constitutes a first-degree misdemeanor, punishable by possible criminal penalties of one year in prison, a \$1,000 fine, or both. To the maximum extent allowed by law, I and/or Vendor shall indemnify, defend, and release the District from any claim arising out of or related to my and/or Vendor's failure to comply with Florida's Public Records Law, including maintaining the exempt and/or confidential status of the Exempt Documents and carrying out their destruction as required herein.

By: _____ Date: _____
Print Recipient (Authorized Signer) Name:

SignerTitle (check one): ☐ Indiv/Sole Prop | ☐ Pres | ☐ Sr/Exec VP | ☐ Gen Ptnr |
☐ Mgr (Mgr Mngd LLC) | ☐ Mbr (Mbr Mngd LLC) | ☐ Other: _____
If "Other", must attach proof of authority.

ATTACHMENT 7 (CONTINUED)
EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT (EDDA)

Section 119.071(3), Florida Statutes (2024), provides in pertinent part:

119.071 General exemptions from inspection or copying of public records.—

(3) SECURITY AND FIRESAFETY.—

(a)1. As used in this paragraph, the term “security or fire safety system plan” includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.

2. A security or fire safety system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or fire safety system plans held by an agency before, on, or after April 6, 2018.

3. Information made confidential and exempt by this paragraph may be disclosed:

- a. To the property owner or leaseholder;
- b. In furtherance of the official duties and responsibilities of the agency holding the information;
- c. To another local, state, or federal agency in furtherance of that agency’s official duties and responsibilities; or
- d. Upon a showing of good cause before a court of competent jurisdiction.

(b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment

Sample Forms Referenced in this RFP

**ATTACHMENT 8
SAMPLE AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND**

**FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT**

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 Physical Risk Assessment as more particularly described in the DISTRICT'S Request for Proposal (RFP) No. 24-4534, District Physical Risk Assessment, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, expertise and resources, has no conflict of interest, is independent without product affiliation 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.**

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:

Kelley Azevedo
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
352-554-9744
Kelley.Azevedo@swfwmd.state.fl.us

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, 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, 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. 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 Physical Risk Assessment Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 24CN0004534), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 3.6 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 until final deliverables have been received by the District unless terminated, pursuant to Paragraph 10 or 11 below, or as amended in writing by the parties. There is no renewal option for this Agreement.

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 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

- 9.2. 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.

- 9.3. The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. if applicable. If Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

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

9.5. 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.

9.6. 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 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. **THIRD PARTY BENEFICIARIES.**

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

21. **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.

22. **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 one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

23. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

In accordance with section 287.138, Florida Statutes, by submitting a bid, proposal, or reply to the District, or entering into a contract with the District which would grant [the entity] access to an individual's personal identifying information, [the entity] affirms and shall provide the District with an affidavit signed by an officer or representative of [the entity] under penalty of perjury attesting [the entity] is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in [the entity]; nor is [the entity] organized under the laws of or has its principal place of business in a foreign country of concern.

24. **NO COERCION FOR LABOR OR SERVICES**

In accordance with section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the District, [the entity] affirms and shall provide the District with an affidavit signed by an officer or representative of [the entity] under penalty of perjury attesting that [the entity] does not use coercion for labor or services.

25. **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.

26. **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.

27. **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.

28. **DOCUMENTS.**

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

- RFP 24-4534 Proposal Response Form
- DISTRICT'S Travel Policy Effective 06/01/2018
- COI AS INSTRUCTED IN THE RFP
- Attachment 2 - Mutual Nondisclosure Agreement
- Attachment 3 – Affidavit for Contracting with Entities of Foreign Countries of Concern Affidavit
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 – Affidavit for Use of Coercion for Labor or Services

- CONSULTANT’S Proposal to RFP 24-4534 as outlined in Section 1.7 of the solicitation

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.
Assistant Executive Director

Date

By: _____

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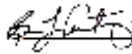
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Authorized Signatory

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ATTACHMENT
DISTRICT PROCEDURE: TRAVEL EFFECTIVE DATE JUNE 30, 2018
FOR
RFP 24-4534
PHYSICAL RISK ASSESSMENT

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

PURPOSE	1
SCOPE	1
AUTHORITY	2
DEFINITIONS	2
STANDARDS	3
PROCEDURE	3
PUBLIC PURPOSE	3
AUTHORITY TO INCUR TRAVEL EXPENSES	3
AUTHORIZED TRAVELERS	3
OFFICIAL HEADQUARTERS	3
TRAVEL AUTHORIZATION (TA)	3
SIGNATURES REQUIRED FOR TRAVEL AUTHORIZATION	4
TRAVEL ADVANCES	4
CONTINUOUS TRAVEL STATUS	4
TRAVEL EXPENSE (TE)	4
SIGNATURES REQUIRED FOR TRAVEL EXPENSE (TE) 5	5
CLASSES OF TRAVEL	5
PER DIEM	5
SUBSISTENCE (MEAL ALLOWANCE) RATES (CLASS A, B OR C Travel)	5
LODGING ACCOMMODATIONS	6
TRANSPORTATION	6
PERSONAL VEHICLE EXPENSES	7
VEHICLE RENTAL	7
AIR TRAVEL	8
CHARTER FLIGHT SERVICE	9
INCIDENTAL TRAVEL EXPENSES	9
EMERGENCY SITUATIONS	10
EMERGENCY OPERATIONS	10
DISTRIBUTION	11
REFERENCES	11
PERIODIC REVIEW	11

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 fares, 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.