

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS

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

DIRECT INQUIRIES TO: Roxanne Frey, Procurement Specialist
Phone: 352-505-2970 E-mail: procurement@watermatters.org

DATE POSTED:
July 18, 2025

PROPOSALS WILL BE OPENED:
August 12, 2025, at 2:00 p.m., and may not be withdrawn for 120 days after this date.

PRE-PROPOSAL CONFERENCE: Not Applicable

ORAL PRESENTATIONS: None

TITLE: RFP 25-4798 Oracle Third-Party Support Services

SPECIFICATIONS: The Southwest Florida Water Management District is soliciting proposals for a third-party support consultant company to provide support for Oracle software licensed by the District, as needed.

Respondent Name:

Mailing Address:

City-State-Zip:

Reason for No-Bid

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 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES**

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PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this solicitation is to provide guidelines for submission of proposals for the services described in Part III, hereinafter referred to as the "Services."
- 1.2 DEFINITIONS.** "Respondent" means consultant, contractor, organization, firm, college or university, or other entity submitting a response to this solicitation. "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 the preparation of a response for this solicitation. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the solicitation.
- 1.4 CHANGES, DELAYS, AND ADDENDA.** The District reserves the right to delay scheduled solicitation 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. Persons/firms 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, including District answers provided in response to Section 1.9, Questions, of this solicitation. Respondents will acknowledge receipt of all addenda in their proposal.

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

- 1.5 PRE-PROPOSAL CONFERENCES.** None.
- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this solicitation providing that one is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the solicitation cover sheet.
- 1.7 PROPOSAL FORMAT.** In order to assist the District's review process, proposals are to be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

The cost/fee schedule containing all price information as defined in Attachment 1 - Cost Proposal Response Form shall be submitted as a separate file from any file(s) containing all non-price factors as identified in Section 1.7, Proposal Format.

1.7.1 Sign and Return the Solicitation Cover Sheet. The person signing the proposal must be an authorized signatory of Respondent as demonstrated by such individual being listed as an officer on the Florida Division of Corporations (Sunbiz.org) website or in Respondent's Articles of Incorporation, or specifically authorized on a Board Resolution. Such documentation verifying the authorized signatory must be submitted as part of this section.

1.7.2 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 pages in length and should briefly state the Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion. This letter should give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter should, as applicable, include conflict of interest information per Section 1.10, Conflict of Interest, below, or state no such conflicts of interest exist. This letter must be signed by an official authorized to negotiate for the Respondent.

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

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

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

1.7.4.3 Number of years in business, number of years as an Oracle third-party support provider, total number of employees, number of people regularly employed as support consultants, and specifically number of people regularly employed as Oracle database support consultants and their average time in the role.

1.7.4.4 Documentation showing Oracle third-party support of at least 25 enterprise-level customers. Of the supported customers, provide a summary, not to exceed a maximum of five pages, highlighting a minimum of ten that most closely mirror the District's configuration of on-premises Oracle Enterprise Edition version 12.1 and 12.2 database under the Linux operating system in the VMware environment supporting both developed and commercial applications. Indicate their longevity as Respondent customers, average support incidents per year, and products supported.

1.7.5 **References.** Three references from the Respondent's Oracle Enterprise Edition version 12.1 and 12.2 database support customers in the United States of America. Include a contact name, address, telephone number, email address, a brief description of the work performed, including Oracle database software version, the Respondent's approximate annual fees, and start services date.

1.7.6 **Methodology Approach.**

1.7.6.1 **Scope of Work.** This section of the proposal shall explain the Scope of Work as you understand it. It should detail your documented approach, five pages maximum, that you propose to use to accomplish the Project under this solicitation.

1.7.6.2 **Onboarding Methodology.** Respondent will provide a description and timeline of their methodology for onboarding new customers. The successful Respondent is responsible for familiarizing itself with District resources, software, and operations, working with the District to ensure readiness to transition to Oracle third-party support provider before November 1, 2025. Any additional costs incurred during the onboarding period before November 1, 2025, should be indicated.

1.7.6.3 **Support Methodology.** Respondent will provide documentation that explains Respondent's methodology for supporting its clients in the following areas:

- 1.7.6.3.1 Method and availability for the District to contact the Respondent 24/7/365.
- 1.7.6.3.2 Process used for the District's tracking of support incidents.
- 1.7.6.3.3 Process used for proactively identifying, tracking, and remediating vulnerabilities and risks (CVE's, KEV's, etc.) as identified by intelligence resources (i.e., Oracle, NIST, Mitre, CVE database), and communicated through the support vendor
- 1.7.6.3.4 How technical information regarding licensed software no longer under software maintenance is shared with the District.
- 1.7.6.3.5 Installation and upgrade support.
- 1.7.6.3.6 Interoperability of VMware, operating systems, Oracle database, and other third-party software.
- 1.7.6.3.7 Best practice recommendations and guidance.
- 1.7.6.3.8 Risk mitigation and support for security vulnerabilities.
- 1.7.6.3.9 Support incident management and the incident escalation process.

1.7.6.4 **Ongoing Communications Strategy.** The Respondent will provide their communication plan for this project, including, but not limited to, the initial onboarding, day-to-day interaction, routine scheduled, and management-level reporting.

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

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

1.7.7 **Submittal of Proposal Documents:** In addition to the proposal submission requirements listed in Subsections 1.7.1 through 1.7.6, all proposal documents and forms listed below must be completely and accurately filled out, including a signature if requested, and submitted with the proposal. Failure to do so may result in the rejection of the proposal as non-responsive.

1.7.7.1 Forms required with proposal submission:

- Solicitation Cover Sheet: The Respondent must sign and return the Solicitation Cover Sheet with their proposal.
- Addenda Acknowledgement
- Attachment 1 - Cost Proposal Response Form
- Attachment 2 - Affidavit for Contracting With Entities of Foreign Countries of Concern
- Attachment 3 – Mutual Non-Disclosure Agreement

1.7.8 **Cost:** Respondent shall provide an annual rate inclusive of all costs for each year of the anticipated five-year agreement term. This section of the response is addressed in Attachment 1 - Cost Proposal Response Form. As stated in Section 1.7, Proposal Format, above, a completed Attachment 1 - Cost Proposal Response Form must be provided as a separate file.

1.8 PROPOSAL OPENING. Proposal opening will be public on the date and at the time specified in the solicitation. 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, one 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, August 12, 2025**. 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.

The District may make an award within 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 Agreement 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 solicitation and those included in Attachment 4 - 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 solicitation and the District will construe the proposal as though no proposed changes were presented. **If a Respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, Respondent must submit its request under the procedure set forth in Section 1.9, Questions.**

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

The District is providing a virtual option to join the proposal opening for RFP 25-4798, Oracle Third-party Support. The meeting will begin at **2:00 p.m. Local Time on Tuesday, August 12, 2025**. 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
[Join the meeting now](#)

Meeting ID: 248 152 358 104 9
Passcode: 3NF2rB3F

<https://bit.ly/4l9Q7gl>

Dial in by phone
[+1 786-749-6127,,214565953#](#) United States, Miami
Phone conference ID: 214 565 953#

1.9 QUESTIONS. All questions must be presented in writing to Procurement@Watermatters.org, or the physical address as stated in Section 1.27 and received by the District no later than **5:00 p.m. on Tuesday, July 29, 2025**, 10 business 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 III, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

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

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

1.12 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared or submitted in response to this solicitation 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 Agreement. 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 solicitation or irregularities of any kind, or do not comply in every respect with the solicitation may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this solicitation but reserves the right to accept any proposal which, in the judgment of the District, will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation. If awarded, no agreement will be formed between the Respondent and the District until the agreement 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.watmatters.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.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those included in the Sample Agreement attached as Attachment 4. The contents of the proposal of the successful Respondent will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. If a Respondent desires to propose a change to a term or condition of the solicitation of Agreement, the Respondent must submit its request under the procedure set forth in Section 1.9, Questions. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the proposal as though no changes were presented. If Respondent desires an additional agreement(s) be considered for execution along with the District's Agreement (Attachment 4 – Sample Agreement), the Respondent must provide a copy of the proposed agreement with its response. The District reserves the right to reject a Respondent if the terms and conditions of a proposed agreement cannot be negotiated to the District's satisfaction.
- 1.18 INDEMNIFICATION.** The Respondent agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent, its agents, employees, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.
- 1.19 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 agreement with the District.
- 1.20 TERMINATION.** Unless otherwise agreed to by the District, any agreement resulting from this solicitation may be terminated by the District without cause upon ten days written notice. Termination is effective upon the tenth 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.
- 1.21 LAW COMPLIANCE.** The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including, but not limited to, the Americans with Disabilities Act) relative to performance under this solicitation. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this solicitation.
- 1.22 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).

1.23 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 an agreement to provide any goods or services to a public entity, may not submit a proposal on an agreement 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 solicitation, the Respondent certifies that it is not on the convicted vendor list.

1.24 DISCRIMINATION. This section does not apply to this solicitation.

1.25 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

1.26 SCRUTINIZED COMPANIES. Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of 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. By submitting a response to this solicitation, Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

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

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.

1.28 BACKGROUND CHECKS. This section does not apply to this solicitation.

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

- 1.30 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with Section 448.095, Florida Statutes, Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with Section 448.095, Florida Statutes, 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>.
- 1.31 NO USE OF 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.
- 1.32 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.** In 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. Attachment 2 - Affidavit for Contracting With Entities of Foreign Countries of Concern is attached.

PART II – INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits offers for the services of a qualified Respondent for the following purpose:
- The Southwest Florida Water Management District is soliciting proposals for a third-party support consultant company to provide support for Oracle software licensed by the District, as needed.**
- 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 that 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 District anticipates execution of the agreement by November 1, 2025. The Agreement will be effective upon execution by both parties and will remain in effect through October 31, 2026. Services shall commence starting November 1, 2025. The Agreement may be extended for four additional one-year periods at the sole discretion of the District, commencing November 1st of each year.

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

Request for Proposal issued by the District	July 18, 2025
Deadline to submit Questions	July 29, 2025
Due date for Respondents to submit proposals (2:00 p.m. local time)	August 12, 2025
Preliminary Evaluation Meeting (Virtual, 2:00 p.m. local time)	August 26, 2025
Oral Presentation/Interviews (Virtual, if required)	September 02, 2025
Final Evaluation meeting immediately following oral presentations (Virtual, if required)	September 02, 2025
Notice of Intent to Award, anticipated	September 09, 2025

PART III – NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION. The District has been using various Oracle database and supporting software since 1994 to support its operations. The District's software products are primarily used for transactional and reporting purposes, supporting several internally developed systems. Due to changes in hardware platforms, some Oracle licensed software is no longer in use. The District's application environment supported by Oracle database are as follows and is comprised of the following key District systems:

- 3.1.1** Oracle Database Enterprise Edition versions 12.1 and 12.2; on-premises, operating in a VMware vSphere version 8.0.3 environment (see diagram in Figure 1) running on Oracle Linux version 7.x.
- 3.1.2** Oracle Tuning, Diagnostics, and Partitioning Packs.
- 3.1.3** Custom-built Water Management Information System (WMIS) permitting software, developed with Microsoft C#.
- 3.1.4** Commercial off-the-shelf software such as Esri, OpenText Records & Documents, Vignette Edition (VRD), and OpenText Collaboration, Vignette Edition.

These systems are used by District staff and external stakeholders. In 2020, the District discontinued Oracle support and maintenance, transitioning to third-party Oracle support. The District is now seeking an enterprise-level Oracle third-party support company to provide technical product support for its licensed Oracle database software environment, ensuring ongoing support for the District.

Historical and Additional Details. The District exclusively used support provided directly by the Oracle Corporation for technical support from calendar year 2013 through October 2019.

Below is the number of Oracle Corporation support incidents for the following calendar years:

2013	2014	2015	2016	2017	2018	2019
12	39	30	16	3	26	10

In October 2020, the District moved to third-party Oracle support provided by Spinnaker Support, LLC. The current third-party Oracle support agreement expires on October 31, 2025.

Below is the number of third-party support Oracle tickets from the existing contract:

2020	2021	2022	2023	2024	2025
1	4	7	6	4	3

Please refer to Figure 2 for a list of the District's Oracle Licensed Products, including levels of use. Due to hardware platform changes through the years, there is a large amount of unused software that will not require third-party support, as indicated.

3.2 WORK OBJECTIVES. The Respondent shall provide the following minimum services for the District's licensed Oracle software products:

- 3.2.1** Maintain expert knowledge, understanding, and experience with the licensed Oracle software products.
- 3.2.2** Provide 24 hours per day, 7 days per week, 365 days per year (24/7/365) on-demand technical support via telephone, internet, email, and knowledge base. Remote access to District systems will be provided by the District as needed.
- 3.2.3** Respond within 30 minutes for critical issues and same day for non-critical issues during business hours. For non-business hours, respond the following business day. The District will determine when an issue is critical. The District's normal business hours are Monday through Friday, 8:00 am to 5:00 pm, excluding federal, state, and District holidays.
- 3.2.4** Provide the District with 24/7/365 access to its logged issues via the internet, indicating the status and updates of each issue.
- 3.2.5** Outline its escalation process for managing unresolved issues.
- 3.2.6** Warrant that all District data will be maintained and processed within the continental United States only.

3.3 SCOPE OF WORK. The District's Information Technology Bureau staff are proficient in using Oracle products and typically can manage most products independently by accessing Oracle's or third-party support knowledge bases. The third-party support Consultant must provide the following services:

- 3.3.1 Installation and Support Upgrade.** Provide installation and upgrade support as needed by the District.
- 3.3.2 Troubleshooting.** Troubleshoot software problems, including operational workarounds where needed.
- 3.3.3 Interoperability Issues.** Support for interoperability issues between the Oracle database software, VMware, operating systems, and other third-party software applications, and key District systems.
- 3.3.4 Oracle Linux Environment.** Support for the Oracle Linux environment hosting the Oracle database software.
- 3.3.5 Best Practice Recommendations.** Offer best practice recommendations and guidance.
- 3.3.6 Risk Mitigation.** Provide proactive risk mitigation guidance and support for security vulnerabilities.

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

PART IV - INSURANCE REQUIREMENTS

- 4.1 INSURANCE REQUIREMENTS.** See Section 9. INSURANCE REQUIREMENT of Attachment 4, Sample Agreement.

PART V - EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS.** During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. The District's 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.
- 5.1.2 After the rankings, the Evaluation Committee will decide 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 solicitation.
- 5.1.3 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 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 solicitation.

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

<u>Category</u>	<u>Point Range</u>
Organization Profile and Qualifications	0 - 35
Respondent has: Established resources, equipment, and staff to provide requested support (10); Demonstrated experience and technical expertise in Oracle database version 12.1 and 12.2 (10); and positive past performance on similar support engagements (15).	
References	0 - 10
Respondent has: Positive feedback from references (6); References from similar past support engagements (2); Responsive references that provided adequate feedback on Respondent's past performance (2).	

Methodology Approach **0 - 40**

Respondent has: A detailed solicitation response that outlines their methodology and approach to providing onboarding and support, and all requirements of this solicitation (30); Demonstrated the ability to meet support needs and provided service level agreements based on past service engagements (10).

Costs **0 - 15**

Respondent's sealed cost (Attachment 1 - Cost Proposal Response Form) shall be evaluated as follows: The lowest cost receives the maximum points. The lowest cost is then divided by itself or the other cost to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)

Example:	Score A	Score B	Score C
Vendor Proposed Cost	\$42,375.00	\$37,500.00	\$33,900.00
Weighted Score	80%	90%	100%
% Maximum Score	\$33,900 divided by \$42,375 = 80%	\$33,900 divided by \$37,500 = 90%	
	80% x 15 = 8	90% x 15 = 9	
Points Award	12	14	15

5.3 FINAL SELECTION. 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.

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FIGURES

FIGURE 1
DISTRICT'S ORACLE INFRASTRUCTURE DIAGRAM
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES

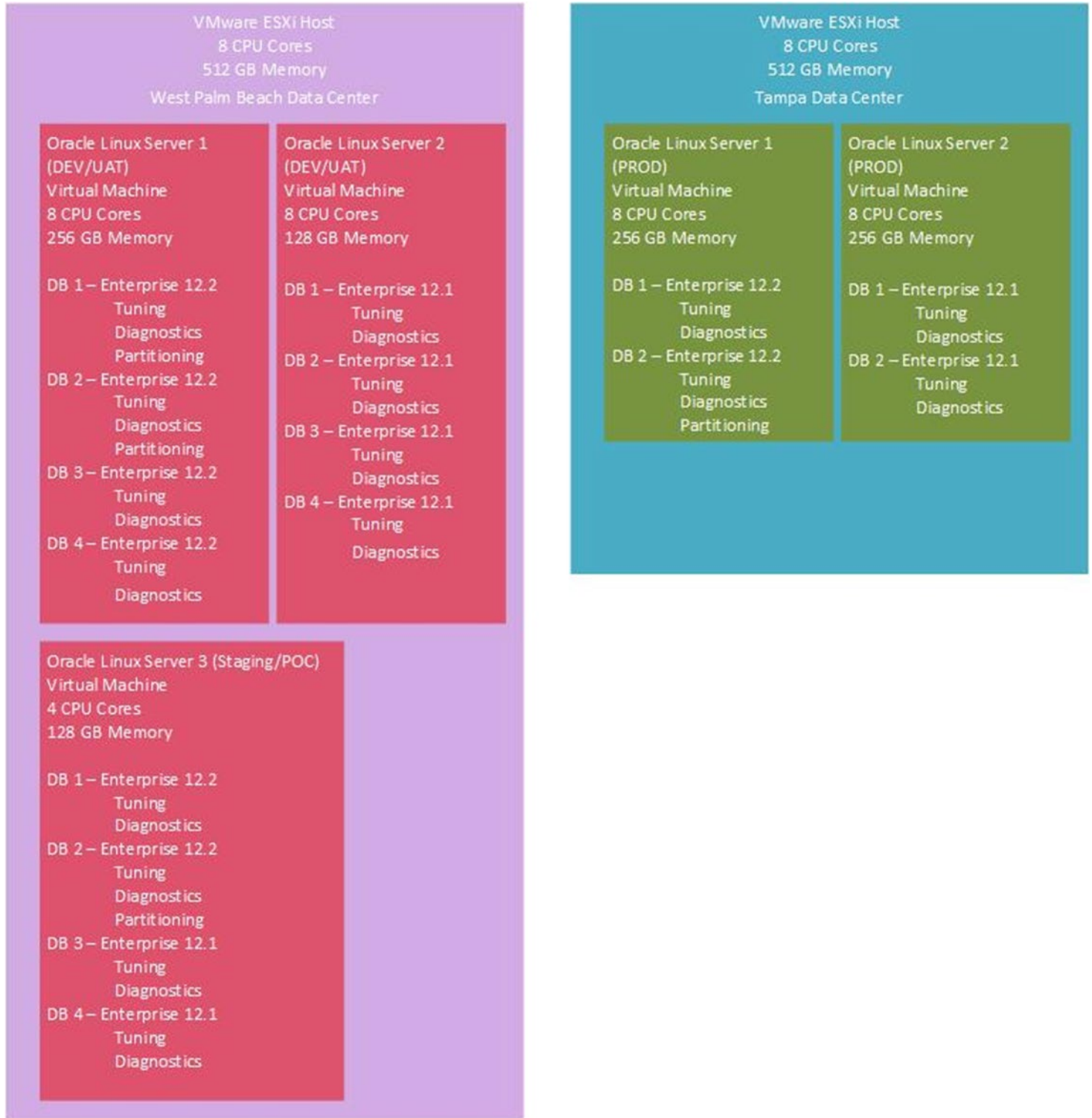


FIGURE 2
DISTRICT'S ORACLE LICENSED PRODUCTS LIST
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES

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

Product Name	CSI#	License Type	Quantity	License Level
Oracle Linux		Server	4	Full Use
Oracle Diagnostics Pack	20299688	Processor Perpetual	10	Full Use
Oracle Partitioning	20299688	Processor Perpetual	4	Full Use
Oracle Tuning Pack	20299688	Processor Perpetual	10	Full Use
Learning Management	3702807	Trainee Perpetual	100	Not Used
Oracle Database Enterprise Edition	3702807	Processor Perpetual	14	Full Use
Oracle Database Enterprise Edition	3702807	Processor Perpetual	2	Full Use
Oracle Database Enterprise Edition	3702807	Processor Perpetual	2	Not Used
Oracle Database Enterprise Edition	3702807	Processor Perpetual	1	Not Used
Oracle Diagnostics Pack	3702807	Processor Perpetual	2	Full Use
Oracle Internet Application Server Enterprise Edition	3702807	Named User Plus Perpetual	2	Not Used
Oracle Internet Developer Suite	3702807	Processor Perpetual	2	Not Used
Oracle Partitioning	3702807	Processor Perpetual	12	Full Use
Oracle Real Application Clusters	3702807	Processor Perpetual	6	Not Used
Oracle Spatial and Graph	3702807	Processor Perpetual	4	Not Used
Oracle Tuning Pack	3702807	Processor Perpetual	2	Full Use
Transparent Gateway for DB2 v4.0	3702807		1	Not Used
Configuration Management Pack	3702807	Named User Plus Perpetual	600	Not Used
Configuration Management Pack	3702807	Processor Perpetual	12	Not Used
Oracle Database Enterprise Edition	3702807	Processor Perpetual	1	Not Used
Oracle Diagnostics Pack	3702807	Processor Perpetual	4	Full Use
Oracle Real Application Clusters	3702807	Processor Perpetual	18	Not Used
Oracle Tuning Pack	3702807	Processor Perpetual	4	Full Use

Forms Required with Proposal Submission

**ATTACHMENT 1
COST PROPOSAL RESPONSE FORM
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES**

COST PROPOSAL RESPONSE FORM				
ITEM #	DESCRIPTION	QUANTITY	UNIT	TOTAL ITEM COST (\$)
1	Oracle Third-Party Support – Year 1	1	Lump Sum	\$ _____
2	Oracle Third-Party Support – Year 2	1	Lump Sum	\$ _____
3	Oracle Third-Party Support – Year 3	1	Lump Sum	\$ _____
4	Oracle Third-Party Support – Year 4	1	Lump Sum	\$ _____
5	Oracle Third-Party Support – Year 5	1	Lump Sum	\$ _____

TOTAL PROPOSAL AMOUNT \$ _____

TOTAL PROPOSAL AMOUNT IN WORDS (Type or Clearly Print):

ATTACHMENT 2
AFFIDAVIT FOR CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES

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 that 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: _____

ATTACHMENT 3
MUTUAL NON-DISCLOSURE AGREEMENT
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District," and _____ having an address of, _____ hereinafter referred to as the "Consultant".

1. Nature and Purpose. The District desires to engage the Consultant in a possible business relationship that may lead to the purchase of Oracle Third-party Support (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)(f), 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 financial information, and including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof, whether tangible or intangible, and regardless of whether or how it is stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. 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 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.
 - 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), 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:

Kim Cash
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637-6759
(813) 278-7314
Kim.Cash@swfwmd.state.fl.us

For Consultant:

_____[Consultant PM]
_____[Consultant]
_____[Consultant Address]
_____[City, State & Zip Code]
_____[Consultant PM Phone]
_____[Consultant PM Email]

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.

12.1 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.

12.2 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.

12.3 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 Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.

12.4 This Agreement shall be construed in accordance with the laws of Florida in the United States, without regard to principles of conflicts of law.

- 12.5 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.
- 12.6 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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice. P.E. Date
Assistant Executive Director

[CONSULTANT NAME]

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

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Sample Documents

**ATTACHMENT 4
SAMPLE AGREEMENT
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES**

**AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND**

**FOR
ORACLE THIRD-PARTY SUPPORT SERVICES**

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

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide technical product support for the DISTRICT's licensed Oracle database software as more particularly described in the DISTRICT'S Request for Proposal (RFP) 25-4798, Oracle Third-party Support, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents that it possesses the requisite skills, knowledge, expertise and resources, 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.

For District:

Kim Cash
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637-6759
(813) 278-7314
Kim.Cash@swfwmd.state.fl.us

For Consultant:

_____[Consultant PM]
_____[Consultant]
_____[Consultant Address]
_____[City, State & Zip Code]
_____[Consultant PM Phone]
_____[Consultant PM Email]

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 Oracle Third-party Agreement between the Southwest Florida

Water Management District and _____ (Agreement No. 25CN0004798), 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.

This Agreement is effective upon execution by both parties and will remain in effect through October 31, 2026. Services shall commence starting November 1, 2025. The Agreement may be extended for four additional one-year periods at the sole discretion of the District, commencing November 1st of each year.

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.

9.1 COI. Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.
Agreement No. 25CN0004798; Third-Party Oracle Support Services
Project Manager – Kim Cash

- 9.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Workers' Compensation. Vendor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).
- 9.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.
- 9.4 Notice of Cancellation. 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 a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.
- 9.5 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 coverage of not less than:
- \$1,000,000 per occurrence / \$2,000,000 aggregate
- 9.6 Auto liability insurance, if applicable; 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 |
- 9.7 Workers' compensation insurance in accordance with Chapter 440, Florida Statutes. if applicable and include the waiver of subrogation. 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.
- 9.8 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.
- 9.9 Technical liability (errors and omissions) insurance in a minimum amount of Two Million Dollars (\$2,000,000) each claim.

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 Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Respondent 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 solicitation, then to the CONSULTANT'S proposal to the solicitation.

- RFP 25-4798 Proposal Response Form
- Certificate of Insurance
- Mutual Non-Disclosure Agreement
- Exhibit "A" - Affidavit for Contracting With Entities of Foreign Countries of Concern
- Exhibit "B" - Affidavit for Use of Coercion for Labor or Services
- CONSULTANT'S Proposal to RFP 25-4798

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

CONSULTANT NAME

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

**AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND**

FOR
ORACLE THIRD-PARTY SUPPORT SERVICES

EXHIBIT "A"

**AFFIDAVIT FOR CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES**

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 intentionally left blank.

EXHIBIT "B"

**AFFIDAVIT FOR NO USE OF COERCION FOR LABOR OR SERVICES
FOR
RFP 25-4798
ORACLE THIRD-PARTY SUPPORT SERVICES**

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: _____