

SOLICITATION COVER SHEET**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS****SUBMIT PROPOSALS TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT****VIA: WWW.DEMANDSTAR.COM****DIRECT INQUIRIES TO: Chamanda Burris, Senior Procurement Specialist****PHONE: 352-505-2970****E-mail: procurement@watermatters.org****DATE POSTED:
August 21, 2026****PROPOSALS ARE DUE AND WILL BE PUBLICLY OPENED:
September 15, 2026, at 2:00 p.m., and may not be withdrawn for 120 days after
this date.****PRE-PROPOSAL CONFERENCE: Not Applicable****ORAL DEMONSTRATIONS: October 22 & 23, 2026****TITLE: RFP 26-4972 REAL-TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION**

SPECIFICATIONS: The Southwest Florida Water Management District (District) is soliciting proposals from qualified software vendors for a configurable Software-as-a-Service (SaaS)-based Real-Time Flood Forecasting (RTFF) solution. The RTFF system will support predictive flood analysis by integrating forecasted rainfall, water-level data, and current hydrologic conditions to anticipate potential flooding scenarios.

Respondent Name:

Reason for No-Bid

Mailing Address:

City-State-Zip:

Telephone Number () -

FAX Number () -

Toll-Free Number () -

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as Respondent, hereby declare that I have carefully read this Request for Proposal and its provisions, terms, and conditions covering the equipment, materials, supplies, or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all the terms and conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the Respondent.

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS 26-4972
REAL TIME FLOOD FORECASTING SOFTWARE SOLUTION**

TABLE OF CONTENTS

PART I – GENERAL CONDITIONS

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

PART II – INTRODUCTION

- 2.1 Background Information
- 2.2 Term of Contract
- 2.3 Proposal Calendar

PART III – NATURE OF SERVICES REQUIRED

- 3.1 Project Objectives
- 3.2 Scope of Work
- 3.3 Annual Rate
- 3.4 Deliverables

PART IV – INSURANCE

- 4.1 Insurance Requirements

PART V – EVALUATION PROCEDURES

- 5.1 Review of Proposals and Preliminary Evaluation
- 5.2 Software Demonstrations
- 5.3 Final Evaluation and Negotiations
- 5.4 Evaluation Method and Criteria
- 5.5 Final Selection

ATTACHMENTS

- Attachment 1 Reference Form
- Attachment 2 Supplemental Information Questionnaire
- Attachment 3 Sample Agreement
- Attachment 4 Sample Mutual Non-Disclosure Agreement
- Attachment 5 Sample Affidavit for No Use of Coercion for Labor or Services

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.** A pre-proposal conference will not be held for this solicitation.
- 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, must 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 in a Board Resolution.

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.** The letter of transmittal should be no more than two pages in length and must briefly demonstrate the Respondent's understanding of the required work, along with a clear commitment to perform the services in a timely manner. It should identify the individuals authorized to represent the organization, including their names, titles, addresses, and telephone numbers. Additionally, the letter must disclose any potential conflicts of interest in accordance with SECTION 1.10. CONFLICT OF INTEREST, or affirm that none exist. The letter must be signed by an official authorized to negotiate on behalf of the Respondent.

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

1.7.3.2 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 relevant experiences with similar projects to what is specified in the PART III – NATURE OF SERVICES REQUIRED and expertise in the subject field; highlight history and experience with other governmental entities. In addition, include answers to the following:

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

1.7.3.2 Number of years in business, number of years as a provider of the services specified in PART III – NATURE OF SERVICES REQUIRED, total number of employees, number of people regularly employed as software development/support consultants, and specifically, the number of people regularly employed to provide the services specified in PART III NATURE OF SERVICES REQUIRED.

1.7.4 **Methodology and Approach.**

1.7.4.1 **Scope of Work.** This section of the proposal must explain how the proposed software meets the requirements outlined in SECTION 3.2, SCOPE OF WORK.

1.7.4.2 **Service Level Agreements.** The Respondent must 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, and resolution effort. Additionally, Respondents must specify the hours of operation for support services and the location(s) of support centers, list available support channels (e.g., email, phone, ticketing system, knowledge base), and describe how District staff can access support tickets and track their status. Include the escalation process if issues are unresolved.

- 1.7.4.3 System Availability. The Respondent must provide their Service Level Agreements for system availability. The Respondent must provide system availability statistics for the 12 months preceding the solicitation opening as stated on the Solicitation Cover Sheet, along with any remediation actions taken for not meeting the stated system availability.
- 1.7.4.4 Support Team Qualifications. The Respondent must provide information on the qualifications required for a member of the proposed software's support team. This includes length of experience, any required certifications, and any other relevant information.
- 1.7.4.5 Implementation Plan. Provide an Implementation Plan that includes the following as applicable: Proposed implementation tasks; project communication strategy; typical implementation timeline from contract execution to productive use with an existing model; resource needs, including time required of District staff for implementation, organized by discipline (e.g., Engineering, Information Technology) or role (e.g., application administrator, subject matter expert); and deliverables needed from District staff to efficiently implement the software solution
- 1.7.4.6 Implementation Team Qualifications. The Respondent must provide information on the qualifications required for members of the proposed software's implementation team, unless no implementation team is needed because the product is already implemented and fully functional. If an implementation team is required, the Respondent must describe the qualifications for team members, including length of experience, required certifications, and any other relevant information.
- 1.7.4.7 District Staff Resource Needs. The Respondent must describe the expected time commitment and skillsets required from District staff during implementation and post-deployment, unless the product is commercial off the shelf (COTS). If vendor implementation is required, the Respondent must specify the anticipated level of effort and the necessary skillsets for District staff.
- 1.7.4.8 System Requirements. Respondents must list any required or optional third-party integrations (e.g., Microsoft 365) and associated documentation. Respondent must also describe their plan for maintaining compatibility with browser updates, and describe login security features. Respondents must also list the hosting platform for the solution.
- 1.7.4.9 Training Plan. Respondents must provide a training plan for virtual delivery that outlines the types of training offered and the estimated time commitments for each user role (e.g., administrator, engineer/modeler). Specify whether ongoing or refresher training will be available for new and existing users throughout the contract term. Additionally, list any supplementary educational resources, such as best-practice guides, webinars, virtual expert-led sessions, searchable online documentation, or a knowledge base. It must also provide high-level orientation sessions for certain members of District management.

1.7.4.10 **Post Implementation Support.** Respondents must provide periodic check-ins with the District's Project Manager, beginning with more frequent meetings immediately after launch and transitioning to a regular schedule as the system stabilizes. The frequency and method of these check-ins will be determined by mutual agreement between the District's Project Manager and the awarded Respondent.

1.7.5 **Security.** The Respondent must describe how the confidentiality of District records and data will be maintained, including a summary of current security procedures for accessing, transmitting, and storing data. The Respondent also warrants that all customer data will be stored and processed exclusively within the continental United States.

All proposals must include the most recent SOC 2 Type II (or an equivalent certification) report for the proposed Real Time Flood Forecasting Software Solution and all associated service providers required for the proposed solution to operate as described in the Scope of Work. This documentation must be uploaded as separate documents from the proposal and pricing information.

Failure to include the required SOC 2 Type II report (or an equivalent certification) for the solution and all associated service providers at the time of submittal may result in the proposal being deemed non-responsive in accordance with SECTION 1.13, **RESPONSIVE/RESPONSIBLE.**

Please also provide a statement identifying any additional security certifications held by the proposed solution and all associated service providers. Additional documentation may be requested.

1.7.5.1 **Data Protection and Confidentiality.** Respondents must explain how the proposed solution will maintain the confidentiality of District records and data. This includes:

- Security procedures currently in place for accessing, transmitting, and storing data.
- Measures to prevent unauthorized access or disclosure.
- Disclose any past security breaches. If a security breach occurred, provide the date of the breach, a brief explanation of the breach, and the remediation steps.
- Describe your disaster recovery and business continuity practices.
- A statement confirming that all District data will be maintained and processed exclusively within the continental United States.

1.7.6 **References.** Respondent must provide at least three separate, relevant, and verifiable references, along with their contact information including phone number and email address, for public entities that currently use the Respondent's proposed software solution of similar size and scope as specified in **PART III – NATURE OF SERVICES REQUIRED.** Each reference must be able to comment on Respondent's provided software solution. References must be public entities of similar operations and size as the District and have been using the software for at least one year.

It is highly recommended that each reference contact person be informed that they are

being used as a reference and that the District may be contacting them. Failure of references listed to respond to the District's inquiries may negatively impact the evaluation of the proposal, including rejection of the proposal as non-responsive.

References must be provided on the forms provided in Attachment 1, Reference Form.

- 1.7.7 **Cost/Fee Schedule.** The Respondent must submit all pricing information requested in SECTION 3.3, ANNUAL RATE, as a separate file from all non-price proposal documents.

- 1.7.8 **Software Terms and Conditions Requirement.** The Respondent must include with their proposal any and all software-related terms and conditions, license agreements, subscription agreements, end-user license agreements (EULAs), service level agreements (SLAs), data-processing or privacy terms, and any other contractual documents that the District would be required to review, accept, or execute in order to complete the purchase, implementation, or use of the proposed solution.

The District is under no obligation to review, negotiate, or accept any software terms, conditions, or agreements submitted after the Notice of Intent to Award. Any terms submitted after award may be rejected at the District's sole discretion.

- 1.7.9 **Supplemental Information Questionnaire.** Respondents must also provide responses to Attachment 2 – Supplemental Information Questionnaire. Responses may be provided in one of the following formats:

- Full responses written directly under each question in Attachment 2, or
- A cross-reference indicating where in the proposal the answer to each question can be found (section and page number must be clearly identified).

Respondents may copy the questions from Attachment 2 into their own formatted document. If doing so, the document must be clearly titled 'Response to Attachment 2 – Supplemental Information Questionnaire'.

Responses to Attachment 2 must be included with the Respondent's non-price proposal submission

- 1.7.10 **Artificial Intelligence.** The proposed solution may incorporate artificial intelligence (AI) or machine learning; however, any AI components must operate transparently, use verifiable data sources, and produce outputs that can be explained and validated by District staff. Respondents must clearly identify any AI functionality included in their product and outline associated data usage, privacy safeguards, and limitations; and provide information requested in item 9 of Attachment 2, SUPPLEMENTAL INFORMATION QUESTIONNAIRE. The AI solution should not use District data to enhance the existing AI solution.

- 1.7.11 **Submittal of Proposal Documents.** In addition to the proposal submission requirements listed in Subsections 1.7.1 through 1.7.11, 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.

1.7.11.1 Forms required with proposal submission:

- Solicitation Cover Sheet: Respondent must sign and return the Solicitation Cover Sheet with their proposal.
- Addenda Acknowledgement: Respondent must sign and return each Addenda Acknowledgement with their proposal.
- Separate Cost/Fee Proposal Response.
- Additional Software Terms and Conditions as outlined in 1.7.8.
- Attachment 1 – Reference Form.
- Response to Attachment 2 – Supplemental Information Questionnaire.
- Most recent SOC 2 Type II report (or equivalent certification).

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 for evaluation, electronic files for all items identified in Section 1.7.12, Submittal of Proposal Documents, must be uploaded to www.DemandStar.com no later than the date and time specified on the Cover Sheet. 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 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.

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 26-4972, Real Time Flood Forecasting Software Solution. The meeting will begin at the date and time specified on the Cover Sheet. 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: 222 275 741 075 49
Passcode: qy7tM6vg
<https://bit.ly/4waIB9W>

Dial in by phone
+1 786-749-6127,,403758549# United States, Miami
Phone conference ID: 403 758 549#

1.9 QUESTIONS. All questions must be presented in writing to Procurement@Watermatters.org, or the physical address as stated in SECTION 1.27, CORRESPONDENCE and received by the District no later than **5:00 p.m. on August 31, 2026**. Inquiries must reference the proposal title, number and the date of proposal opening. Respondents are responsible for checking the District's website 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 (e.g., 119.0715, 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 30 days after the proposal opening, whichever comes first.

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.watermatters.org/procurement>) and www.demandstar.com.
- 1.16 PROTESTS.** Any Respondent who protests the specifications or decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 1.17 CONTRACT INFORMATION.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this solicitation and those attached as Attachment 3, Sample Agreement. 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 or of the Sample Agreement, the Respondent must submit its request under the procedure set forth in SECTION 1.9, QUESTIONS.** Any changes to a term or condition of the solicitation or of the Sample Agreement 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 Sample Agreement, 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 3, Sample Agreement), the Respondent must provide a copy of the proposed agreement(s) with its response as indicated in SECTION 1.7.9, Software Terms and Conditions Requirement. 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 defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and

attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, 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.

- 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, a) the Respondent shall reimburse the District for advance fees paid within 14 days of the termination of the Agreement; and b) the Consultant will be entitled to compensation for all services provided 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 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. Discrimination is not applicable 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 or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity 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 Proposal, 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 Agreement amount. The District has the option to terminate such contact if the contracting company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

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. Background checks are not applicable 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>. This provision shall be incorporated into any resulting contract with the District.

- 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 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.** Contracting With Entities of Foreign Countries of Concern is not applicable to this solicitation

PART II – INTRODUCTION

- 2.1 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.
- 2.2 TERM OF CONTRACT.** The Agreement shall be effective upon execution for the initial term of three years and may be extended for two additional one-year periods at the sole discretion of the District.
- 2.3 PROPOSAL CALENDAR.** The following is a list of key dates concerning this solicitation.
- | | |
|---|---------------------|
| Request for Proposal issued by the District | August 21, 2026 |
| Deadline to submit Questions (by 5:00 p.m. local time) | August 31, 2026 |
| Due date for Respondents to submit proposals (2:00 p.m. local time) | September 15, 2026 |
| Preliminary Evaluation Meeting (Virtual, 2:00 p.m. local time) | October 13, 2026 |
| Short List Posted | October 15, 2026 |
| Short List Software Demonstrations (Virtual) | October 22-23, 2026 |
| Final Evaluation meeting (Virtual, 2:00 p.m. local time) | October 27, 2026 |
| Notice of Intent to Award, anticipated | October 30, 2026 |

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PART III – NATURE OF SERVICES REQUIRED

3.1 PROJECT OBJECTIVES. The Southwest Florida Water Management District (District) is soliciting proposals from qualified software providers for a configurable Software as a Service (SaaS) based Real Time Flood Forecasting (RTFF) solution. The RTFF system will support predictive flood analysis by integrating forecasted rainfall, water level data, and current hydrologic conditions to anticipate potential flooding scenarios.

The proposed hosted system must already exist (it will not need to be built); however, it must incorporate the District's configuration requirements and use the District's existing data and watershed models to perform predictive analysis, as required by this solicitation. In other words, the proposed solution must integrate with the District's existing models.

The District currently uses and maintains licenses for StormWise, Storm Water Management Model (SWMM), and Hydrologic Engineering Center River Analysis Software (HEC RAS) for watershed modeling. The RTFF solution will be procured under a new license agreement, and the District does not intend to acquire additional watershed modeling software or convert existing watershed models into a new modeling platform as part of this procurement. Any requirement for additional modeling software licenses beyond StormWise and the RTFF solution is not desired.

Accordingly, while the RTFF solution must operate as a secure, internet based platform capable of extending and interacting with the District's existing StormWise (formerly ICPR) hydrologic and hydraulic models, the District reserves the right to reject any proposed modeling software or model conversion requirement that would impose additional licensing, platform changes, or re modeling obligations.

The solution must enable District staff to perform "what if" simulations based on changing weather inputs, operational conditions, and hydrology across the District's sixteen county service area, using the District's existing watershed models without requiring conversion to a new modeling system.

All District data, including but not limited to hydrologic, hydraulic, operational, and meteorological datasets, must be stored, hosted, transmitted, and processed exclusively within the continental United States. The Respondent's proposed solution, associated infrastructure, backup systems, and support processes must ensure full U.S. data residency throughout the term of the resulting agreement.

If the proposed solution uses AI or machine learning, it must do so transparently, with explainable outputs and clearly identified data practices.

Implementation requirements may vary based on the specific product type proposed. As such, implementation may or may not be required depending on the characteristics, capabilities, and deployment model of the proposed solution.

The awarded Respondent will be responsible for providing the following based on the nature of the proposed solution:

- Implementation and configuration services, as applicable.

- User training for District staff.
- Ongoing software technical support.

Note: Software technical support must be available, at minimum, during the District's core business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

- Hosting, operation, and performance of the solution within a SaaS environment.
- Appropriate system backup and disaster recovery practices to ensure a fully resilient system.
- Included Functional and Technical Product Enhancements

Engineering services related to the development, calibration, or modification of the RTFF models themselves will be procured separately and are not part of this solicitation.

The District will assess the technical feasibility of each proposed solution and reserves the right to request additional documentation or clarification during the evaluation process.

3.2 SCOPE OF WORK.

3.2.1 Required Capabilities.

- Predict Flooding from Forecasted Rainfall. The proposed solution must be able to predict the locations, depth, and duration of flooding from forecasted rainfall at least three (3) days before the event
- Flooding events must be graphically displayed by the proposed solution indicating flooding impact for streets, buildings, including utilities buildings, etc. using points for buildings and ground flooding and lines for streets.

Note: Any capacity-based limitations on the number of forecasts must be noted and capacity increase costs included in the pricing

3.2.1.2 Utilize FEMA Approved Hydrologic and Hydraulic Models

- The proposed solution must use existing District StormWise (formerly ICPR4) hydrologic and hydraulic models in addition to other FEMA approved including Storm Water Management Model (SWMM) and Hydrologic Engineering Center – River Analysis System (HEC-RAS).
- The proposed solution must perform computations using the rainfall and water level forecasts, updated at least twice a day.
- The proposed solution must perform computations integrating gage data, in the format reported by the gage data management system.

- The proposed solution must perform computations to calculate future flood levels in one-hour increments, at a minimum. Any limitations to computational power should be identified.

3.2.1.3 Ability to integrate data from outside sources

- The proposed solution must be able to integrate District gage data, United States Geological Survey (USGS) gage data, National Oceanic and Atmospheric Administration (NOAA) rainfall forecasts and NOAA coastal ocean forecasts for real-time calculations.
- The proposed solution must have an application programming interface (API) or other methodology to obtain data from other platforms.

3.2.1.4 The proposed solution must have configurable dashboards

- The Dashboards must display projected flooding impacts to the street and building level.
- The Dashboards must also allow users to drill down on map locations for projected water levels and flows through infrastructure such as weirs, pipes, bridges, gated structures, etc.

3.2.1.5 Ability to update as real-time rainfall data is received

- The proposed Solution must collect rainfall data on an hourly basis (at a minimum) and update accordingly.
- The proposed solution must also update flood levels with forecasted rainfall data on an hourly basis.

3.2.1.6 The proposed solution must support “what-if” scenarios

- The proposed solution must allow users to be able to change parameters including alternative rainfall, operations of infrastructure.
- The proposed solution must allow user to manually enter or select from a set of design rainfall events.
- The proposed solution must allow user to change operations of pumps, water control structure gates, add temporary pumps for emergency response, etc.

Note: Any limitations on the number of “what-if” scenarios per run must be noted.

3.2.1.7 The proposed solution must be available 24/7/365 and have appropriate server redundancy in the continental United States

- The solution must be accessible from any internet connected device including mobile devices.
- The solution must have appropriate information technology security certifications. These certifications/reports may be requested by the District at any time.

3.2.2 **Optional Capabilities.**

3.2.2.1 The ability for the proposed solution to depict flooding extents on a map.

3.3 **ANNUAL RATE.** Respondents must provide a complete pricing structure that clearly identifies all costs associated with delivering the services outlined in this solicitation.

3.3.1 Year One Pricing: Must be presented as a single, all-inclusive lump sum. This amount must include implementation, training, and documentation in addition to annual SaaS usage fees and ongoing software technical support.

3.3.2 Years Two Through Five: Respondents must provide annual lump-sum pricing for each year. These amounts must include all annual SaaS usage fees and ongoing software technical support for the full contract term.

3.3.3 Optional Services: Any optional or additional services must be listed and priced separately, with clear descriptions.

3.3.4 Any capacity-based functional limitations should be noted and pricing for additional capacity provided.

Respondents may present pricing in any format (tables, charts, or narrative). Additional pages may be included as needed to fully explain the pricing structure. Please note that clarity and organization will be considered during evaluation.

All pricing must be fully inclusive of all fees, licenses, hosting, included functional and technical product enhancements, and any other costs required to provide the services described in SECTION 3.2, **SCOPE OF WORK.**

The District's performance and payment pursuant to this RFP are contingent upon the District's Governing Board appropriating funds in its approved budget for the Service in each fiscal year of the resulting Agreement.

3.4 **DELIVERABLES.** All written deliverables shall be in a mutually agreed upon format and become the property of the District.

3.4.1 Configured SaaS-based Real Time Flood Forecasting Software solution.

3.4.2 Implementation Services, if applicable.

- Communication (emailed reports and online status meetings) will occur throughout the implementation, if implementation services are required. The frequency will be determined by the District's Project Manager and the Consultant's Project Manager prior to the start of the Project.

- Coordinate all implementation activities with the District's Project Manager, as applicable..
- Provide District user training in a virtual format.
- Provide training and support documentation upon completion of implementation and training, or upon delivery of the off-the-shelf Solution if no vendor-led implementation is required.

3.4.3 Ongoing Post-Implementation Support.

PART IV – INSURANCE REQUIREMENTS

- 4.1 INSURANCE REQUIREMENTS.** See SECTION 9, INSURANCE REQUIREMENTS of Attachment 3, SAMPLE AGREEMENT.

PART V – EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS AND PRELIMINARY EVALUATION.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each proposal using the criteria outlined in SECTION 5.4, EVALUATION METHOD AND CRITERIA. Each Evaluation Committee member will independently complete his or her evaluation of each response. Evaluation Committee members will meet at a public meeting to finalize the preliminary rankings of the proposals. At the Evaluation Committee Meeting, individual raw scores, including the cost schedule weighted score, will be ranked with the overall top-ranked Respondent receiving a ranking of one. The individual rankings will be totaled. The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings. 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.

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

- 5.2 SOFTWARE DEMONSTRATIONS.** The Respondents with the highest preliminary ranked proposals will be required to participate in software demonstrations with the Evaluation Committee. The Evaluation Committee, in its sole discretion, will determine the number of the highest ranked firms to provide software demonstrations. During the software demonstration(s) the following topics should at minimum be covered:

- Software solution demonstrating/discussing capabilities as outlined in 3.2.1, Required Capabilities and 3.2.2, Optional Capabilities
 - Analytics and Reporting
 - Configurable dashboards
 - Data integration to obtain hourly rainfall, etc.
 - Use existing watershed models in Stormwise (Formerly ICPR 4)

- Discussion regarding how software is licensed (if needed)
- “What-if” Analysis
 - Modifying rainfall
 - Modifying structure operations
- Graphical displays
- Competitive differentiators
- Security and Systems
- Discussion regarding Supplemental Questions (if needed)
- Use of Artificial Intelligence (AI) if applicable

5.3 FINAL EVALUATION AND NEGOTIATIONS. The initial preliminary rankings of Respondents are subject to change based upon the software demonstrations and final evaluation by the Evaluation Committee. The Evaluation Committee will finalize their evaluations in accordance with the criteria set forth in SECTION 5.4, EVALUATION METHOD AND CRITERIA, at a public meeting and will determine the number of Respondents with whom the District will commence negotiations.

Following the evaluation process described herein, the District will initiate contract negotiations with the highest-ranked Respondent. If negotiations with the highest-ranked Respondent are unsuccessful, the District will proceed to negotiate with the next highest-ranked Respondent. This process will continue in descending order of ranking until a contract is successfully negotiated to the satisfaction of the District, subject to the terms and conditions outlined in this solicitation.

5.4 EVALUATION METHOD AND CRITERIA. Proposals will be evaluated using the following criteria:

<u>Category</u>	<u>Point Range</u>
Functionality of Proposed Solution.....0 – 35 Evaluates the proposed solution’s ability to meet the required and optional capabilities outlined in SECTION 3.2, <u>SCOPE OF WORK</u> . Points will be awarded based on: • Coverage outlined in 3.2.1, <u>Required Capabilities</u> (15 points) • Quality and completeness of the implementation and training plans (10 points) • Post-implementation support and communication strategy (5 points) • Inclusion and explanation of any competitive differentiators (5 points)	
Qualifications and Experience0 – 25 Assesses the Respondent’s organizational qualifications and relevant experience. Points will be awarded based on: • Experience providing similar Real Time Flood Forecasting Software solutions to public sector clients (5 points)	

- Qualifications and experience of implementation and support teams (5 points)
- Demonstrated project management approach and methodology (5 points)
- Responsiveness and quality of references, (5 points)
- Organizational profile, including size, structure, and client base (5 points)

Security and Data Protection0 – 15

Evaluates the Respondent's approach to data security, system availability, and compliance. Points will be awarded based on:

- Data encryption and breach response protocols (5 points)
- System availability statistics and remediation actions over the past 12 months (5 points)
- Disaster recovery and business continuity practices (5 points)

Methodology and Technical Approach.....0 – 10

Assesses the Respondent's approach to implementation and to ongoing operations. Points will be awarded based on:

- Implementation plan, system requirements, browser compatibility, and integration capabilities (10 points)

Cost/Fee Schedule.....0 – 15

- Evaluated based on the clarity of the cost/fee schedule (5 points)
- Overall value of the following: implementation costs (including training and documentation) software technical support costs, any optional services, and any competitive differentiators (10 points).

5.5 FINAL SELECTION. Once the final selection has been made, the Notice of Intent to Award will be posted on the District's Internet website (<http://www.watermatters.org/procurement>) and at www.demandstar.com.

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Forms Required with Proposal Submission

**ATTACHMENT 1
REFERENCE FORM
FOR
RFP 26-4972
REAL TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION**

The below Reference Forms shall be utilized in providing references as required in subsection 1.7.7, References. Use more pages as necessary.

Public Entity Reference 1:

Public Entity Name: _____
Public Entity Contact Person: _____
Public Entity Contact Person's Title: _____
Public Entity Address: _____
Public Entity Contact Email Address: _____
Public Entity Contact Phone No.: _____
Public Entity Software Use Start Date _____
Public Entity Software Use End Date (if applicable): _____

Public Entity Reference 2:

Public Entity Name: _____
Public Entity Contact Person: _____
Public Entity Contact Person's Title: _____
Public Entity Address: _____
Public Entity Contact Email Address: _____
Public Entity Contact Phone No.: _____
Public Entity Software Use Start Date _____
Public Entity Software Use End Date (if applicable): _____

Public Entity Reference 3:

Public Entity Name: _____
Public Entity Contact Person: _____
Public Entity Contact Person's Title: _____
Public Entity Address: _____
Public Entity Contact Email Address: _____
Public Entity Contact Phone No.: _____
Public Entity Software Use Start Date _____
Public Entity Software Use End Date (if applicable): _____

ATTACHMENT 2
SUPPLEMENTAL INFORMATION QUESTIONNAIRE
FOR
REAL TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION

1. Technical Approach & Model Handling

- Does your system require modification, simplification, or re-formatting of the District's existing StormWise (ICPR), SWMM, or HEC-RAS models to operate within the solution?
- How does your system handle corrupted or missing forecast data, input data failures, or model computation failures?
- Describe how model version control, configuration changes, and scenario history are managed and tracked.
- Does your system support automated calibration tools or post-event model performance evaluation?

2. Data & Forecast Integration

- Describe how forecast data from NOAA, USGS, and District gages is time-aligned and spatially-aligned with the District's hydrologic/hydraulic models.
- Explain any data transformation, preprocessing, or standardization the system requires beyond what is listed in the RFP.

3. System Operation & Outputs

- How does your system represent uncertainty in rainfall forecasts or model outputs (e.g., confidence ranges, probabilistic displays)?
- Does your solution support ensemble rainfall forecasting? If so, describe how results are displayed.
- Describe all available export formats for maps, model outputs, and scenario results (e.g., Geographic Information System (GIS) files, shapefiles, Comma-Separated Values (CSV)).
- Does the proposed solution have the capability to generate and display spatially mapped flood-inundation extents on a georeferenced map, including the ability to show the extent and depth of flooding across the impacted area? Please describe the mapping method, visualization options, and output formats supported. You may also provide examples.

4. Reliability & Maintenance

- Describe your outage notification process and how the District is alerted to degraded performance or external data-feed interruptions.
- Clarify how planned maintenance windows are scheduled and communicated to customers.

5. API & Integration Requirements

- Detail API authentication methods, request throttling limits, and error-recovery behavior not already addressed in the RFP.

List any third-party software dependencies or licenses required that are not already included in pricing.

6. Implementation & Risk Management

- Identify the risks associated with implementing the Solution using the District's models and data sources. If the Solution is fully functional at purchase, identify any risks associated with initial use, and describe your mitigation plan.
- Describe the method used to define and confirm implementation success, if applicable (e.g., acceptance tests, performance metrics). If no vendor-led implementation is required, describe how the District can confirm successful deployment and operation of the off-the-shelf Solution.

7. Training

- Specify whether training materials can be customized to District-specific workflows or are standardized across clients.
- Confirm whether training sessions can be recorded and retained for onboarding new staff.
- Is optional advanced training provided? If so, please include in pricing document.
- Is On-Demand training provided?
- What are the available online resources such as:
 - User guides?
 - Quick-start guides?
 - Video tutorials?
 - Knowledge bases?
 - FAQs?

8. Security - Respondents are required to provide responses to the following items:

- Describe the solution's vulnerability management process, including patching frequency and penetration testing practices.
- Provide details regarding audit logging, log retention, and the ability to export logs to District systems.
- Indicate whether a formal Incident Response Plan (IRP) is in place and outline the process for notifying customers in the event of a data breach, including the required notification window (e.g., 24–48 hours).
- Identify whether a documented Information Security Policy framework exists and is reviewed and updated at least annually.
- Specify whether background checks are performed on employees and how frequently those checks are renewed.
- Indicate whether the platform supports Multi-Factor Authentication (MFA) and whether integration with an existing Identity Provider (IdP) via SAML 2.0 or OIDC for Single Sign-On (SSO) is supported.
- Specify whether the software supports granular Role-Based Access Control (RBAC).
- Describe the process for provisioning and de provisioning user accounts.
- Indicate whether a Secure Software Development Life Cycle (SSDLC) is followed and whether code is reviewed for security vulnerabilities prior to deployment.

- Identify whether the software includes third party or open source components and whether Software Composition Analysis (SCA) is performed to manage risks associated with open source libraries or dependencies.
- Provide a Shared Responsibility Matrix that clearly defines which security tasks are handled by the vendor and which are the responsibility of the District.

9. Artificial Intelligence (AI) Capabilities. If the proposed software solution includes AI capabilities, please address these questions. If it does not, indicate the proposed solution does not include AI capabilities

- Describe how the proposed software solution integrates with AI.
- Identify what data is protected within the solution.
- Explain how the software solution protects that data.
- Indicate whether District organizational data will be used to train or fine-tune public AI models.
- Provide contractual guarantees that District data will not be added to any AI foundation models.
- Describe how District data is anonymized.
- If data leaves the District's environment for processing, specify how confidential, secure, proprietary, personally identifiable information (PII), or sensitive spatial coordinates are masked beforehand and how this process ensures no data compromise.
- Provide the data retention policy.
- Specify exactly how long District prompts, vector data, and outputs will be stored in the proposed software solution's servers.
- Describe how the integration protects data in transit and at rest.
- Detail the specific data encryption standards used and whether the District retains control of its encryption keys.
- Indicate whether the proposed software solution enforces existing ArcGIS Online access controls.
- Specify whether the third-party AI tool adheres to existing District permission structures to prevent unauthorized viewing of confidential layers.
- Identify the specific AI technologies and foundation models used by the proposed software solution.
- Explain what mechanisms are in place to ensure AI accuracy and mitigate bias.

10. Storage & Historical Data - Respondents are required to provide responses to the following items

- Describe storage limits or retention policies for historical model runs, past scenarios, or archived forecasts.
- Specify where the data is physically stored and whether the data will remain within defined geographic boundaries.
- Indicate whether data is encrypted at rest (e.g., AES 256 or equivalent) and in transit (e.g., TLS 1.3 or higher), and identify who holds the encryption keys.
- Indicate whether the data is hosted in a multi tenant environment and, if so, demonstrate how District data is logically separated from other clients.

- Describe the process for secure data deletion at the end of the contract term and indicate whether a certificate of destruction is provided. If available, include documentation outlining the process and examples of certified destruction.

11. Pricing

- Identify any usage-based or capacity-based pricing (e.g., compute cycles, data volume, API volume) not otherwise listed in the fee schedule.
- Explain how pricing changes are handled after Year 5, including any caps or escalation formulas.

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Sample Documents

**ATTACHMENT 3
SAMPLE AGREEMENT
FOR
RFP 26-4972
REAL TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION**

AGREEMENT NO. 26CN0004972

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
REAL TIME FLOOD FORECASTING SOFTWARE SOLUTION

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 services and software related to the Real Time Flood Forecasting Software solution as more particularly described in the DISTRICT'S Request for Proposal (RFP) 26-4972 Real Time Flood Forecasting Software Solution, 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 the DISTRICT:

[District PM]
Southwest Florida Water Management District
[District Address]
[City, State & Zip Code]
[District PM Phone]
[District PM Email]

For the 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

3. COMPENSATION.

For satisfactory completion of the PROJECT, the DISTRICT will pay the CONSULTANT a not to exceed amount of \$_____. The DISTRICT agrees to pay the CONSULTANT on a Fixed Price basis, according to the Cost Proposal Response included with the CONSULTANT'S response to RFP 26-4972 Real Time Flood Forecasting Software Solution and 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 paragraph 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) the CONSULTANT'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) the CONSULTANT'S invoice number and date of invoice; (3) Dates of service; (4) Related Task Deliverables. 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 45 days after the date the corrected invoice is received by the DISTRICT.

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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 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 Real Time Flood Forecasting Software Solution Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 26CN0004972), 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 the 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 for three (3) years from the date services commence and may be extended for two additional one-year periods at the sole discretion of the DISTRICT, with each extension commencing on the anniversary of the Agreement's commencement date.

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 Work at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any Work is subcontracted, the CONSULTANT shall similarly require each Subconsultant to

maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT will maintain all such records and documents for at least five years following completion of the Work. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The CONSULTANT and any Subconsultants understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

- 5.1 The CONSULTANT, upon request, will permit the DISTRICT to examine or audit all Project related records and documents during or following completion of the Work at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any Work is subcontracted, the CONSULTANT shall similarly require each Subconsultant to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the CONSULTANT under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONSULTANT will maintain all such records and documents for at least five years following completion of the Work. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The CONSULTANT and any Subconsultants understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
- 5.2 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 Work if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Work, 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 the Work, 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 the Work, 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.

- 5.3 **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.

- 5.4 If, as part of its performance of this Agreement, the CONSULTANT holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the DISTRICT, which pursuant to section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of chapter 119, Florida Statutes, and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the CONSULTANT, the "Exempt & Confidential Documents"), then the CONSULTANT agrees to:
- 5.4.1. maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in the CONSULTANT'S possession; and
 - 5.4.2. only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 5.4.3. return to the DISTRICT as part of the CONSULTANT'S final Application for Payment (request for final payment), all Exempt & Confidential Documents in the possession of the CONSULTANT (or in the possession of others by or through the CONSULTANT) and certify in writing that all such Exempt & Confidential Documents in the possession of the CONSULTANT (or in the possession of others by or through the CONSULTANT have either been so returned or destroyed. The presence of such returned documents and the CONSULTANT'S written certification shall be an additional express condition

precedent to the CONSULTANT'S final Application for Payment being considered a proper payment request; and

5.4.4. include the requirements of this provision in every subcontract of any tier arising out of or related to this Agreement.

5.5 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, along with any associated intellectual property and rights, purchased with DISTRICT funds or developed specifically under this Agreement shall be and remain the property of the DISTRICT. This provision does not apply to proprietary software or tools that are licensed to the DISTRICT under separate terms and not developed or purchased exclusively for the DISTRICT under this Agreement.

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 defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONSULTANT, its agents, employees, subcontractors, 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.

9. INSURANCE REQUIREMENTS.

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 CONSULTANT 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. 26CN0004972; Real Time Flood Forecasting Software Solution
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. The CONSULTANT 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. The CONSULTANT 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:

Combined Single Limit of \$500,000

- 9.7 Workers' compensation insurance in accordance with Chapter 440, Florida Statutes. if applicable and include the waiver of subrogation. If the CONSULTANT hires or leases

employees through a third-party arrangement, the DISTRICT must have a certificate of workers' compensation coverage evidencing coverage for the CONSULTANT from the third-party. If the CONSULTANT does not carry workers' compensation coverage, the CONSULTANT must submit to the DISTRICT both an affidavit stating that the CONSULTANT meets the requirements of an independent CONSULTANT as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage.

9.8 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 coverage of not less than:

\$2,000,000 each claim / \$2,000,000 aggregate

10. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten days written notice to the CONSULTANT. Termination is effective upon the tenth day as counted from the date of the written notice. In the event of termination under this paragraph, a) the CONSULTANT shall reimburse the DISTRICT for advance fees paid within 14 days of the termination of this Agreement; and b) the CONSULTANT will be entitled to compensation for all services provided 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 this Agreement.

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 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by the CONSULTANT or against the CONSULTANT, of proceedings in bankruptcy, or other proceedings for relief of debtors, or the 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 the 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 the CONSULTANT'S default, the CONSULTANT shall reimburse the DISTRICT for advance fees paid within 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 business days prior to the interview or press release.

13. ASSIGNMENT.

Except as otherwise provided in this Agreement, the 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.

In accordance with section 448.095, Florida Statutes, the CONSULTANT agrees 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 the CONSULTANT or its Subconsultants 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. The CONSULTANT shall be liable for any additional cost incurred by the DISTRICT as a result of its termination.

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. DATA SECURITY.

The CONSULTANT warrants that the DISTRICT Data shall be maintained in strict confidence by the 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 agrees and covenants that all products provided to the DISTRICT will be reasonably secured by design and agrees to maintain appropriate procedures to safeguard DISTRICT Data from fraudulent intrusion, unauthorized use, disclosure, or loss of proprietary information. 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 warranties of this Paragraph shall survive the termination or expiration of this Agreement.

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.

22. PUBLIC ENTITY CRIMES.

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

23. SCRUTINIZED COMPANIES OR ENTITIES.

Pursuant to section 287.135, Florida Statutes, a company or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List or be engaged in business operations in Cuba or Syria. The CONSULTANT certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONSULTANT agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONSULTANT is found to have submitted a false certification, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, is engaged in a boycott of Israel, 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.

24. NO USE OF 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. 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.

- Request for Proposal (RFP) 26-4972
- RFP 26-4972 Signed Proposal Response Form (Cover Sheet)
- CONSULTANT'S Proposal to RFP 26-4972

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

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

AGREEMENT
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
REAL TIME FLOOD FORECASTING SOFTWARE SOLUTION

ATTACHMENT 4

AGREEMENT NO: 26CN0004972

SAMPLE MUTUAL NON-DISCLOSURE AGREEMENT FOR REAL TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION

THIS MUTUAL NON-DISCLOSURE 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 enter into a contract with the Consultant for the purchase of services and software related to a Real Time Flood Forecasting Software Solution as a result of Request for Proposal No. 26-4972 (the "Project"). This Agreement is made in order for either party to disclose ("Disclosing Party") to the other ("Receiving Party") during the term of this Agreement, such technical, business and personal information as the Disclosing Party may elect to disclose, so that the Receiving Party may review and use the same solely for the purpose of completing the Project under terms that will protect the confidential and proprietary nature of such information.

2. Confidential Information.

2.1 As used in this Agreement, "Confidential Information" shall mean information which is a "trade secret" and made confidential and exempt from disclosure by section 119.0715, Florida Statutes. "Trade secret" is defined in section 688.002, 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., Nature and Purpose 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.,

Nature and Purpose. 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. The Consultant shall comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. the Consultant shall provide notice to the District of any breach of security concerning confidential personal information where such information was previously disclosed to the 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 the District:
District PM
Southwest Florida Water Management District
District Address
City, State & Zip Code

For the Consultant:
[Consultant PM]
[Consultant]
[Consultant Address]
[City, State & Zip Code]

District PM Phone
District PM Email

[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.
 - 10.1 In the event of any litigation or other proceedings before an adjudicative authority regarding the construction hereof or any breach hereof, the non-prevailing party shall pay the reasonable attorneys' fees and expenses of the prevailing party incurred therein.
 - 10.2 Each party acknowledges that unauthorized disclosure or use of the Confidential Information by the Receiving Party may cause irreparable harm and damage to the business of Disclosing Party which may be difficult to ascertain, and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunction relief request may be in addition to, and not in lieu of, any appropriate monetary damages.
 - 10.3 In the event of any legal proceedings arising from or related to this Agreement venue for such proceedings, if in state court, will be exclusively in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.
 - 10.4 This Agreement shall be construed in accordance with the laws of Florida in the United States, without regard to principles of conflicts of law.
 - 10.5 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
 - 10.6 In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

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

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

ATTACHMENT 5

AGREEMENT NO: 26CN0004972

**SAMPLE AFFIDAVIT
FOR
NO USE OF COERCION FOR LABOR OR SERVICES
FOR
RFP 26-4972
REAL TIME FLOOD FORECASTING (RTFF) SOFTWARE SOLUTION**

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: _____