

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 Broad Street, Brooksville, FL 34604-6899

REQUEST FOR QUOTE*This is not an order, nor is the District under any obligation to purchase these items.**The District is exempt from Florida sales and use tax, pursuant to Section 212.08, Florida Statutes (F.S.), and from federal excise tax. State Certificate of Exemption No. 85-8013700387C-6***DIRECT INQUIRIES AND SUBMIT RESPONSES TO:** procurement@swfwmd.state.fl.us**Phone:** 352-796-7211, Ext. 4146**Fax:** 352-754-3497**Email:** procurement@swfwmd.state.fl.us**ISSUE DATE:** October 18, 2021**QUOTE DUE DATE:** November 22, 2021, by 2 PM**SERVICE TERM (if applicable):** The anticipated initial term of services of the Purchase Order resulting from this Request for Quotes (RFQ) is December 30, 2021, to July 15, 2022.**TITLE:** RFQ 2121 Business Continuity of Operations Plan (COOP) Update**SCOPE:** The Southwest Florida Water Management District (District) is requesting quotes from qualified consultants to review the District's current COOP and make any recommendations necessary to ensure the District can effectively carry out its core missions in the event of a disaster incident; and to conduct a Business Impact Analysis (BIA) and Risk Assessment (RA) (Project). Consultants are required to be certified in business continuity planning.**Vendor/Contractor/Consultant Name:** Vendor Name**Reason for No-Quote:****Mailing Address:** Mailing Address 1**City-State-Zip:** Mailing Address 2**Telephone Number:** 999-999-9999**Fax Number:** 999-999-9999**Toll-Free Number:** 999-999-9999**Email address for correspondence:** email@email.com**Indicate by checking the box below the number of days your prices shall remain firm from the date of quote or indicate quote expiration date in space provided:**☐ thirty (30) ☐ sixty (60) ☐ ninety (90) or Quote Expiration Date: _____

- Quoter must submit quote on this form only.
- Quantities are for quoting purposes and do not represent the minimum or maximum the District is obligated or limited to purchase. Unit prices are required. If there is math error, the unit price will prevail.
- If any proprietary, trade, brand or manufacturer's name or part number is used to indicate the minimum standard of composition and acceptable quality, it shall not be construed to exclude products of equal or better functional capability and quality unless indicated "Do Not Substitute." If an equivalent product is being quoted, it must be indicated, and documentation and/or samples may be required at no expense to the District.
- The resulting Purchase Order will be issued based upon the best value and/or the lowest quote from a qualified quoter and will be governed solely by the terms and conditions attached. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. All prices must be F.O.B. destination unless otherwise agreed in writing by the District's Procurement Office Chief.
- The District may issue a Purchase Order on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the District.

ITEM	DESCRIPTION	ITEM	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Project Kick-Off Teleconference (Section IV)	1	Lump Sum	\$0.00	\$0.00
2	Background Data Collection and Review (Section V)	1	Lump Sum	\$0.00	\$0.00
3	COOP Review and Recommendations (Section VI)	1	Lump Sum	\$0.00	\$0.00
4	Business Impact Analysis and Risk Assessment (Section VII)	1	Lump Sum	\$0.00	\$0.00
5	Presentation of Findings (Section VIII)	1	Lump Sum	\$0.00	\$0.00
6	Project Management (Section IX)	1	Lump Sum	\$0.00	\$0.00
QUOTE TOTAL:					\$0.00

INSURANCE REQUIRED: X YES ☐ NO

If yes, the selected quoter shall name the District as a Certificate Holder and as Additional Insured; and shall maintain the coverage limits set forth throughout the duration of performing this scope of work at the quoter's sole expense. Certificate of Insurance must be provided to the District prior to issuance of the Purchase Order.

The following must be listed in the Description of Operations box: The Southwest Florida Water Management District is an Additional Insured in regard to General Liability and Automotive Liability. RFQ 2121 Business of Continuity Operations Plan (COOP) Update

Required Insurance Minimums:

General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate

Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate

Vehicle Insurance \$100,00 Bodily Injury Liability per person
\$300,00 Bodily Injury Liability per occurrence
\$100,000 Property Damage

Liability OR
\$500,000 Combined Single Limit

Worker's Compensation Statutory

Employers Liability \$500,000 per occurrence; \$500,000 aggregate; \$500,000 Disease

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REFERENCES REQUIRED: X YES ☐ NO

If yes, quoters must submit a minimum of three (3) references in the fields below. The references must be for projects of similar size and scope of this Project.

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: (____) _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED: _____

DATE RANGE: _____ CONTRACT AMOUNT: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: (____) _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED: _____

DATE RANGE: _____ CONTRACT AMOUNT: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: (____) _____

E-MAIL: _____

DESCRIPTION OF WORK PERFORMED: _____

DATE RANGE: _____ CONTRACT AMOUNT: _____

I the undersigned, as Quoter hereby declare that I have carefully read this Request for Quote and the resulting Purchase Order terms and conditions attached and fully understand the requirements. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Quote. I certify that I am authorized to sign this quote for the Quoter and that all the information provided is true and correct to the best of my knowledge.

Authorized Signature: _____

Date: _____

Full Name: _____

Title: _____

Please visit the District's website for our Tax Exempt Certificate and Vendor Registration Form at www.watermatters.org/procurement.

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**RFQ 2121 CONTINUITY OF OPERATIONS COOP PLAN UPDATE
SCOPE OF WORK**

I. General Information

The Southwest Florida Water Management District (District) hereby requests quotes for the services of an experienced consultant in business continuity planning (certification in business continuity planning is required, for example, Certified Business Continuity Management from Business Continuity Institute, Certified Business Continuity Manager from Certified Information Security or similar type certifications) to review the District's current Continuity of Operations Plan (COOP) and make any recommendations necessary to ensure the District can effectively carry out its core missions in the event of a disaster incident.

The selected quoter shall possess and demonstrate, at a minimum, the following qualifications of its capabilities:

1. Prior demonstrable experience in developing Continuity of Operations Plans.
2. Knowledge, skills, and experience in working with emergency management, disaster programs, and business continuity planning with other governmental entities.
3. At least five (5) years of experience providing business continuity plan consulting services.

A. Background Information

The District is a regional governmental agency responsible for water supply, flood protection, water quality and natural systems throughout western and central Florida. The District's mission is to protect water resources, minimize flood risks, and ensure the public's water needs are met. In support of this overall mission, the District manages 67 water conservation structures, 19 flood control structures, 63 miles of canals, 7 miles of earthen dams, and a wide variety of resources ranging from cranes, trucks, boats, pumps, tractors, and other equipment needed to maintain and operate the system. The District employs approximately 550 staff who serve a 16-county area and are located at the headquarters location or one of four service or field offices.

In accordance with Chapter 252, Florida Statutes, the District maintains various disaster preparedness plans, including a Continuity of Operations Plan (COOP), which is confidential and exempt pursuant to Section 119.071(3)(a), F.S. (Florida's Public Records Law). A District core mission is the operation of structures to provide flood control and protect regional water supplies throughout the region. A viable COOP is critical to ensuring that this core mission and other supporting mission essential functions can be continued during incidents that impact District facilities.

B. Pre-Contract Requirements

The selected quoter must be properly licensed and registered to do business in the State of Florida, and be registered with the E-Verify system operated by the U.S. Department of Homeland Security, in accordance with Florida Statutes, as more particularly described in the Addendum to Purchase Order.

C. Exempt Documents Distribution Agreement

The selected quoter will be required to execute the Exempt Documents District Agreement, attached hereto as Attachment A, before receiving the District's COOP and any other District confidential or sensitive information.

II. Term of Contract

The anticipated term of the Purchase Order resulting from this RFQ is December 30, 2021, to July 15, 2022. The term may be renewed, amended, or extended when in the best interests of the District, if agreed to by both parties, upon the District's issuance of an amended Purchase Order.

III. Scope of Work for the Consultant

- A. Perform professional services in support of the District's Emergency Management program, specifically to review the District's COOP, conduct a Business Impact Analysis (BIA) and Risk Assessment (RA).
- B. Follow FEMA Continuity Plan Template and Instructions for Non-Federal Entities, Florida Division of Emergency Management (FDEM) Continuity of Operations Implementation Guidance or equivalent doctrine to review the District's COOP.
- C. Follow FEMA Business Process Analysis and Business Impact Analysis User Guide or equivalent doctrine to conduct the BIA and RA.
- D. Provide to the District the FEMA, FDEM, or equivalent doctrine used to review the District and to conduct the BA and RA.

IV. Project Kick-Off Teleconference

- A. Schedule and conduct a project kick-off meeting to be held via teleconference to review the scope of the Project, confirm the project schedule, discuss data and information requirements, communication plan, and confirm deliverables for each task.
- B. Compile meeting minutes and distribute them to the attendees within five business days after the meeting. Minutes will be formatted and transmitted electronically to District Project Manager.

V. Background Data Collection and Review

- A. Review the following documents:
 - 1. Florida Statutory Requirements, including those referenced in the District's current COOP
 - 2. District's current Continuity of Operations Plan
 - 3. District's Mission Essential Functions (MEFs)
 - 4. FDEM'S State and County Coordination Checklist for Continuity of Operations
 - 5. District's Comprehensive Emergency Management Plan (CEMP)
 - 6. District's current Emergency Operations Organization Chart
 - 7. Any site plans/maps that exist to date
 - 8. Emergency Action Plan (EAP) for Inglis Dam and Bypass dams in Citrus and Levy counties, Medard Reservoir in Hillsborough County, Structure G-90 in Highlands County, structures S-155 and S-163 in Hillsborough County, and Lower Hillsborough Flood Detention Area
 - 9. Site mapping for field offices and water control structures
 - 10. Relevant District Information Technology plans
 - 11. Relevant District GIS files

VI. COOP Review and Recommendations

- A. Using the FDEM'S State and County Coordination Checklist for Continuity of Operations, conduct a baseline assessment to determine if the District's existing COOP is framed consistently with FEMA and FDEM requirements and meets the District's jurisdictional needs.
- B. Identify gaps and provide recommendations for the COOP as needed. The Consultant will provide a written list of areas not reviewed due to incomplete or unavailable information.
- C. Provide a list of COOP recommendations in an electronic draft for review and comment by the District. After the District reviews and comments on the drafts, the Consultant will provide a final version of recommendations.

VII. Business Impact Analysis and Risk Assessment

- A. Conduct workshops, along with a Business Continuity Authority (BCA) member, with each of the five Divisions and Executive Group, General Counsel Office and Inspector General to review recently updated MEFs for their bureaus and offices. Workshops will be held at the Brooksville Headquarters and the Tampa Service Office. An option to join these workshops virtually will be provided via email prior to each workshop.

Brooksville Headquarters
2379 Broad Street
Brooksville, Florida 34604-6899

Tampa Service Office
7601 U.S. 301 North
Tampa, Florida 33637-6759

- B. Determine critical MEFs by taking each of the following steps:
 - 1. Identify Potential Threats and Hazards
 - 2. Identify Threat and Hazard Characteristics
 - 3. Estimate Likelihood of Threat or Hazard Occurrence
 - 4. Evaluate MEF Vulnerability to Each Threat or Hazard
 - 5. Estimate Overall Impact if MEF Failure Occurs
 - 6. Determine Risk Value for Each Threat or Hazard
- C. Identify required technology and systems necessary for critical MEFs that must be resumed or restored.
- D. Determine staffing requirements to resume the identified critical MEFs including which staff must be relocated, and which staff can perform functions remotely.
- E. Identify vital records (electronic and hard copy) that are essential to perform critical MEFs.
- F. Produce a list of critical MEFs, prioritizing when critical MEFs need to be operational.
- G. Produce a BIA report with attached BIA worksheet for the critical MEFs.

VIII. Presentation of Findings

- A. Provide an in-person session on the findings of the COOP Review, BIA and RA, including handout materials to the BCA. The meeting will be conducted at the District's Brooksville Headquarters unless a virtual meeting is approved as an alternative by the District's Project Manager.

IX. Project Management

- A. Provide Monthly Progress Reports that contain the following information:
 - 1. Comparison of the Project's actual progress to the Performance Schedule (details must include any deficiencies and the planned recovery actions).
 - 2. Anticipated date of next meeting or deliverable.
- B. Coordinate all work activities with the District's Project Manager.
- C. Submit Project sequence and schedule to BCA for review and approval.
- D. Communicate with the District's Project Manager once Project is complete to ensure all deliverables have been met and to determine method of document submittal.
- E. Submit report draft to BCA for review. Respond to any comments within ten (10) business days.
- F. Submit final Deliverables on or before June 1, 2022.

X. PERFORMANCE SCHEDULE

- A. The quoter shall prepare, submit and maintain a Performance Schedule as listed below. This Performance Schedule will be the primary means of control for this Project and will be used as a basis of scheduling all work and determination of compensation as listed on the RFQ Cover Sheet. The quoter must submit a draft Performance Schedule with their response.
- B. Consultant shall commence and complete tasks in accordance with the following schedule:

Task	Start Date	Completion Date
1. Project Kick-Off Teleconference		
2. Background Data Collection and Review		
3. COOP Baseline Assessment		
4. Draft Recommendations to the COOP		
5. Final COOP List of Recommendations		
6. MEF Workshops		
7. Final BIA Report with Attached BIA Worksheet		
8. In-Person COOP Review Presentation and Finding of BIA and RA Session		
9. Monthly Progress Reports & Project Management		

XI. COMPENSATION

- A. The District agrees to pay the Consultant for work performed on a Fixed Price basis in accordance with the following Invoice Table. The Consultant must include any costs for travel in its Fixed Price quote. Total must be inclusive of all fees. All invoices must include the following information: (1) Quoter's name, address and phone number (include remit address, if different than principal address as listed in the RFQ Cover Sheet); (2) Quoter's invoice number and date of invoice; (3) District Purchase Order number; (4) Dates of service; (5) Quoter's Project Manager; (6) District's

Project Manager; (7) Report with the Quoter's Project Manager's assessment of the actual progress as compared to the performance schedule in the Purchase Order (details must include any deficiencies and the recovery actions completed and planned); (8) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice.

Invoice Table		
Invoice Number	Task Deliverables	Invoice Amount
1.	Kick-Off Teleconference, Background Data Collection and Review, associated Meeting Minutes, and Monthly Progress Report(s)	
2.	COOP Baseline Assessment, COOP Drafts, and Final COOP List of Recommendations, and Monthly Progress Report(s)	
3.	MEF Workshops, Final BIA Report with Attached BIA Worksheet, In-Person COOP Review Presentation and Finding of BIA and RA Session, and Monthly Progress Report(s)	

- C. The quoter must submit a sample invoice with their quote.
- D. The resulting Purchase Order is contingent upon the District's Governing Board appropriating funds in its approved budget for the project in each Fiscal Year of the Purchase Order.

XII. Organizational and Professional Qualifications

A. General Information

Responses to this RFQ must clearly demonstrate that the quoter has the required qualifications, expertise, competence, and capabilities to effectively perform the services required in this RFQ.

Quoters must have experience with public entities similar in size of the District or greater.

B. Organizational Profile

1. Provide an overview of the organization, including at a minimum: location(s), size, brief historical background, years in business, business structure of the firm (i.e., corporation, partnership, LLC), range of activities and services provided.
2. Describe what makes your organization unique from other organizations that may provide the same services.
3. Provide the total number of clients that your organization currently provides services to for the proposed services in this RFQ.

C. Ability To Provide Required Services

1. Description of experience(s) that demonstrate quoter's overall ability to provide the services required in this RFQ.

2. Describe how the quoter will maintain the confidentiality of District records and data, including but not limited to, any security procedures for accessing, sending and storing data that are currently in place.

D. References

The quoters must provide at least three (3) separate, relevant, and verifiable references for public entities that use the quoter's consulting services. Each reference must be able to comment on the quoter's relevant experience. References must be public entities of similar operations and size or larger than the District. Provide references on the RFQ Cover Sheet or submit a summary sheet indicating the following:

1. Name of the entity
2. Time period during which services were provided
3. Summary and scope of work provided by the quoter
4. Contact name, address, e-mail address and phone number

One reference must be from a Florida state agency, political jurisdictions, universities, special districts or municipalities.

XIII. Response Format

In order to assist the District's review process, responses are to be prepared utilizing the following format. All responses will be submitted electronically in an exact Adobe™ Portable Document Format File (.PDF) copy of the Response. Responses must be 8.5" x 11" paper, except for charts which may be on 11" x 17" paper. For the purpose of page limitations, a "page" will be considered one side of a sheet of paper. Text will be single-spaced using 12-point Arial font, except for headers, footers, tables, graphs and charts. All sections are to be tabbed and pages clearly numbered. All information furnished must be legible.

- A. **Request for Quote Form** All responses must be completed, signed, and emailed with the RFQ Cover Sheet electronically. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature.
- B. **Letter of Transmittal** This letter, not to exceed two (2) pages, shall briefly state the quoter's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion to effectuate the provision of services as outlined in this RFQ. The letter must include the names of individuals authorized to make representations for the organization regarding this RFQ, their titles, addresses, telephone numbers and email addresses. This letter must be signed by the official authorized agent.
- C. **Organizational Profile** This section of the response is addressed in Section VII(B), Organizational Profile.
- D. **References** This section of the response is addressed in Section XII(D), References.
- E. **Scope of Work** This section of the response is addressed in Section III, Scope of Work.
- F. **Compensation** This section of the response is addressed in Section XI, Compensation.

- G. **Additional Data** Give any additional information which you feel is pertinent for consideration. This information will only be evaluated to the extent it supports the quoter's qualification and experience to provide the services requested by this RFQ.

XIV. Response Calendar

The following is a list of key dates concerning this RFQ. All dates are subject to change.

Request For Quotes issued by the District	October 18, 2021
Deadline to Submit Questions	November 10, 2021
Due date for Respondents to Submit Responses (2:00 p.m.)	November 22, 2021
Evaluation Committee Meeting	December 7, 2021
Submittal of all Final Contract Documents and Paperwork	To Be Determined
Contract Effective Date	To Be Determined

All questions must be presented in writing via email to Sherry Wooten at procurement@swfwmd.state.fl.us, and will be answered via an addendum. Questions must be received no later than 5:00 p.m., Wednesday, November 10, 2021. Inquiries must reference the RFQ number and title, and the RFQ due date. All contact with the District **must** be through the Procurement Services Office only.

In light of Covid-19 pandemic, the District is providing you with a virtual option to join the Evaluation Committee Meeting for RFQ 2121 Business Continuity of Operations (COOP) Update. The meeting will begin at 2:30 p.m. on December 7, 2021, and will end upon conclusion of the discussion, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the discussion by clicking on the "**Join Microsoft Teams Meeting**" title below.

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127,,475601736#](#) United States, Miami

Phone Conference ID: 475 601 736#

XV. Evaluation Procedures

A. Review of Responses

Timely submitted quotes will be evaluated by representatives of the District. Each representative will score each response by the criteria described in Section XV (B), Category below.

B. Evaluation Method and Criteria

CATEGORY

Responses will be evaluated based on the following criteria:

Organizational Profile and Qualifications – 30 Points - Established resources, equipment and qualified staff to complete the Project with sufficient experience and positive performance on similar projects.

Methodology, Approach, and Project Timeline – 30 Points - Detailed response that is clear and concise, structured and organized, easy to read and navigate, that outlines methodology and approach to completing the Project and all requirements of this RFQ. Demonstrated ability to meet Project work schedule and time requirements for completion of the Project. Availability to complete the Project based on current and projected workloads. Proposed timeline for completion of work.

IT Restoration Plan and Technical Experience – 20 Points- A clear understanding of Project goals and objectives. Quality, creativity and depth in their response. Effective Project management, controls and communications.

References – 10 Points - Positive feedback references or letters of recommendation. Quality references from similar past projects. Responsive references that provided adequate feedback on the quoter's past performance.

Compensation – 10 Points - Reasonable costs for proposed services. Costs that are comparable to budget, estimated costs and/or market rates. Costs that are comparable to other quotes.

C. FINAL SELECTION

District representatives will meet to review the quotes. The group's assessment and analysis of the quotes will be discussed, and the representatives will select one quoter whose quote is determined to be the best value to the District in accordance with the Evaluation Criteria set forth in Section XV (B), Category.

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PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Consultant named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Consultant will allow public access to documents and materials made or received by Consultant in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Consultant. If Consultant fails to comply with any provision of this Purchase Order, the District will provide Consultant with written notice of default and Consultant will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Consultant fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Consultant will not be construed as the District's waiver of any other obligation of Consultant.
4. Consultant agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or inequity, including attorneys' fees and costs and attorneys' 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, subconsultants, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Consultant's performance under this Purchase Order. Consultant also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Consultant's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Consultant agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. 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.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hillsborough County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Consultant warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Consultant agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Consultant providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Consultant will also require the same insurance from any subconsultant; otherwise, such coverage will be afforded to the subconsultant by the Consultant's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Consultant will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Consultant are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Consultant at the Consultant's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B. shipping point, the Consultant will prepay shipping charges and include them on the invoice.

15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Consultant's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Consultant agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Consultant warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Consultant will perform as an Independent Consultant and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create any relationship between the District and any subconsultant of Consultant.
19. The Consultant, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Consultant will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District. The Consultant and any subconsultants understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Consultant's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Consultant such as labor strikes or riots, then the Consultant's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Consultant's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Consultant is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

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

If Consultant is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

23. Consultant's liability is limited as provided in this Section 23. Consultant agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Consultant and other persons employed or utilized by the Consultant in the performance of this Purchase Order in accordance with Section 725.08, F.S. Consultant's obligations contained in this paragraph will survive acceptance of the services by the District.

ADDENDUM TO PURCHASE ORDER SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

PROJECT RECORDS AND DOCUMENTS

1.1 The CONSULTANT, upon request, shall permit the DISTRICT to examine or audit all SERVICES related records and documents during or following completion of the SERVICES 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 shall maintain all such records and documents for at least five (5) years following completion of the SERVICES. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the 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), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

1.2 Each party shall allow public access to the Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONSULTANT shall (1) keep and maintain public records required by the DISTRICT to perform the Project; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONSULTANT or keep and maintain public records in possession of the CONSULTANT to keep and maintain public records required by the DISTRICT to perform the Project. If the CONSULTANT transfers all public records to the DISTRICT upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

1.3 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 AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@Watermatters.org, 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.

1.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

2. New Paragraph 24 is added as follow:

In accordance with Section 448.095, F.S. the CONSULTANT, 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, (ii) during the year prior to making its submission or entering into a contract with the DISTRICT, no contract of the CONSULTANT was terminated by a public employer in compliance with Section 448.095, F.S., and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that the CONSULTANT or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2)(c), F.S. 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. The DISTRICT'S receipt of proof that the CONSULTANT and each subcontractors performing through the FIRM 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>.

ATTACHMENT A

EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT

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

The Consultant must fully complete, sign and return this Agreement to procurement@watermatters.org before the District will consider releasing any protected documents.

1. Purpose. In furtherance of the Consultant's performance of the services as described in the District's Request for Quote No. 2121, Business Continuity of Operations Plan (COOP) Update.
2. Consultant Information.

Consultant	Legal	Name:
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Consultant		Address:
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Consultant	Contact	Name:
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Consultant	Contact	Email:
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Consultant	License	No(s):
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Consultant is a/an

☐ Architect | ☐ Engineer | ☐ Contractor | ☐ Other:

3. Disclosure within Consultant's Organization. The Consultant shall not use the Exempt Documents nor circulate them within its own organization except to the extent necessary for discussions and consultations with personnel or authorized representatives of the Consultant having a need to know relating to the purposes of this Project. The Consultant agrees to have any and all individuals who may have access to the Exempt Documents acknowledge the obligations contained in this Agreement regarding the protection and use of the Exempt Documents prior to such individuals having access to the Exempt Documents.
4. Duty of Care. The Consultant shall maintain the Exempt Documents 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 Consultant shall immediately notify the District if the Exempt Documents are used, distributed, or communicated in a manner not authorized under this Agreement.
5. Destruction of Exempt Documents. Upon demand or if not otherwise demanded, upon the completion of the Project, the Exempt Documents and all copies thereof in any media and notes made therefrom shall be immediately destroyed by the Consultant or returned to the District. If destroyed, the Consultant shall certify in writing to the District, upon the District's request, that all such information, including all copies, has been destroyed.
6. Recipient Certification. I, the undersigned individual, personally, and/or as an authorized representative of the Consultant, certify I have read and fully understand the responsibilities and obligations of Section 119.071(3), F.S. and agree that I and/or Consultant shall fully comply with

said responsibilities and obligations, including maintaining the exempt and/or confidential status of the Exempt Documents received for so long as any such Exempt Documents are in our possession.

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

By: _____
(Authorized Signer)

Print Name: _____

Date: _____

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

EXEMPT DOCUMENTS DISTRIBUTION AGREEMENT

Section 119.071(3), F.S. (2020), provides in pertinent part:

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

(3) SECURITY AND FIRESAFETY.—

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

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

2. A security or firesafety system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or firesafety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

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

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

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

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

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