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| **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROCUREMENT****REQUEST FOR QUOTE**DELIVER TO: 2379 Broad Street, Bldg. 4, Room 282, Brooksville, FL 34604-6899*This is not an order, nor is the District under any obligation to purchase these items.* |
| **TITLE:** Digital Video Camera Maintenance & Monitoring |
| **ISSUE DATE:** 11/28/2018 | **DUE DATE & TIME:** 12/21/2018 3:00 p.m. |
| **SUBMIT QUOTE INQUIRIES & RESPONSES TO:** Lisa Marshel, Procurement Specialist**VIA:** Phone: 352-796-7211, Ext. 4133; FAX: 352-754-3497; E-mail: lisa.marshel@watermatters.org |
| * Failure to submit quote on this form may be cause for rejection.
* Quantities are for quoting purposes and do not represent the minimum or maximum the District is obligated or limited to purchase. Unit prices shall prevail.
* Prices shall remain firm for a period of [ ] thirty (30) / [ ] sixty (60) / [ ] ninety (90) days from date of quotation.
* 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 awarded based upon the best value and/or the lowest responsive and responsible quote and will be governed solely by the terms and conditions attached. The District does not bind itself to accept the minimum specifications stated in this quote, but reserves the right to accept any quote that, in the judgment of the District, will best serve the needs and the interest of the District. Payment is Net 45 and 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.
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| **SPECIFICATIONS:** The District requests quotes from responsive and responsible Quoters for maintenance and monitoring of 128 digital video cameras located throughout the District’s boundaries, per the attached scope and specifications. |
| **ITEM** | **DESCRIPTION** | **QTY.** | **UNIT** | **ITEM PRICE/UNIT** | **TOTAL PRICE** |
| 1 | Maintenance & Monitoring – Year 1 | 1 | LS | $0.00 | $0.00 |
| 2 | Maintenance & Monitoring – Year 2 | 1 | LS | $0.00 | $0.00 |
| Delivery Days after Date of PO: ARO Days |  |  |
| **QUOTE TOTAL:** | **$**0.00 |
| Vendor Name: Vendor Name | Reason for No-Bid:  |
| Mailing Address: Mailing Address 1 | Reason for No-Bid |
| 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 |
| 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: Date |
| Full Name: Authorized Agent’s Name | Title: Authorized Agent’s Title |

Please visit the District’s website for our Tax Exempt Certificate and Vendor Registration Form at [www.watermatters.org/procurement](http://www.watermatters.org/procurement).

**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 Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor 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 Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor 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 Vendor/Contractor 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 Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including 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 Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor 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. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor 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 Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor 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, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor 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. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor'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 Vendor/Contractor 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 Vendor 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 Vendor at the Vendor'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 Vendor 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 Vendor'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. Vendor 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. Vendor 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

1. The Contractor will perform as an Independent Contractor 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 subcontractor of Contractor.
2. The Contractor, 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 Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District.
3. 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.
4. In the event of any national, state or local emergency which significantly affects Vendor/Contractor'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 Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor'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 Vendor/Contractor'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 Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:**

1. 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 Contractor 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 Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

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

1. Contractor's liability is limited as provided in this Section 22. Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.



Digital Video Camera Maintenance and Monitoring

Scope and Specifications

The Southwest Florida Water Management District is requesting quotes from responsive and responsible vendors for monitoring and maintenance of 128 digital video cameras used to monitor 17 water control structures. The cameras are a Digital Video Camera System product by Mobotix that provide live feeds to operators at the control center. Requirements for monitoring and maintenance are as follows:

1. **On-site quarterly maintenance** which requires inspection, organization, and cleaning of each camera and associated site equipment (i.e.: routers, UPS, cables, etc.). A maintenance report will be created for each site listed below and emailed to the District project manager within 7 calendar days of site visit. The maintenance report will include date of service, maintenance performed, and recommended repair or replacement of camera equipment, if needed.
2. **Daily monitoring** of all cameras to determine operation status. This will require daily remote monitoring using Mobotix software to verify each camera is providing video and operating as designed. A daily status report will be emailed to the District project manager each week day excluding District holidays. The report will include site information, total number of cameras at site, number of operational cameras at site, and comments.
3. The selected vendor will provide all necessary personnel, tools, and equipment necessary to maintain and monitor the cameras. This may include a bucket truck or other lift mechanism as the cameras are installed high above the ground.
4. The District will provide the cameras, routers, switches, and UPS systems.
5. The selected vendor will work with the District staff to complete camera angle adjustments and updates to the viewing software as needed.
6. The selected vendor will invoice the District quarterly.
7. Below is a list of the water control structures included in the quote:

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| Site Name | Number of Cameras | Address | County |
| Inglis Main Spillway | 7 | 10905 West Riverwood Dr., Inglis 34428 | Citrus |
| Inglis Bypass Spillway | 6 | 8350 Highway 40 E., Inglis 34449 | Levy |
| S-353 | 7 | 6268 N. Nature Trail, Hernando 34442 | Citrus |
| Wysong | 8 | 4790 NW 46th Rd., Lake Panasoffkee | Sumter |
| S-155 | 9 | 125550 Morris Bridge Rd, Tampa 33617 | Hillsborough |
| S-159 | 7 | 10150.5 Jefferson Rd., Tampa 33592 | Hillsborough |
| S-160 | 12 | 675 78th St., Tampa 33952 | Hillsborough |
| S-161 | 8 | 7401 Harney Rd., Tampa 33637 | Hillsborough |
| S-162 | 13 | 4409 Garden Ln., Tampa 33610 | Hillsborough |
| Medard | 4 | 5550 Turkey Creek Rd., Plant City 33567 | Hillsborough |
| Site Name | Number of Cameras | Address | County |
| Channel A | 8 | 7497 Montague Rd., Tampa 33615 | Hillsborough |
| Channel G | 8 | 6515 River Rd., Tampa 33615 | Hillsborough |
| S-551 (Lake Tarpon) | 8 | 3601 McMullen Booth Rd., Oldsmar 34677 | Pinellas |
| Sawgrass | 4 | 7400 25th Street N., St. Petersburg 33702 | Pinellas |
| P-11 (Lake Hancock) | 10 | 2180 N., Hwy 98, Bartow | Polk |
| Lake Hancock Pump Station | 4 | 2180 N., Hwy 98, Bartow | Polk |
| G-90 (Lake June-in-Winter) | 5 | 1152 Peachtree Dr., Lake Placid 33852 | Highlands |

**TERM:** The term of the resulting Purchase Order is anticipated to be one (1) year. The resulting Purchase Order can be extended for an additional one (1) year term at the District’s sole discretion, and fees shall be paid based upon the quoted price for services listed on Page 1 of this Request for Quote.

**INSURANCE:** The Purchase Order resulting from this Request for Quote will require the selected vendor to maintain insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida during the entire term of the Purchase Order. The selected vendor will not commence work under the Purchase Order until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Purchase Order number and Project Manager.

Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverages:

Minimum Limits per Occurrence………………………………………………………$1,000,000

Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person………………………………………………………………….$100,000

Bodily Injury Liability per Occurrence…………………………………………………...$300,000

Property Damage Liability………………………………………………………………..$100,000

or

Combined Single Limit………………………………………………..………………….$500,000

The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from the Purchase Order.

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

Vendor must notify the District in writing of the cancellation of or material change to any insurance coverage required by the Purchase Order resulting from this RFQ. Such notification must be provided to the District within five (5) business days of the vendor’s notice of such cancellation or change from its insurance carrier.

**QUESTIONS:** The District will accept **written** questions relating to this Request for Quote only during the following period: **November 28, 2018 through December 14, 2018.** Questions may be submitted by email to lisa.marshel@watermatters.org or by fax to (352) 754-3497.

**RESPONSIVE/RESPONSIBLE:** At the time of submitting a response, the District requires that the Quoter be properly licensed and registered to do business in the State of Florida in accordance with applicable F.S. Responses that do not meet all requirements of this quote or fail to provide all required information, documents, or materials as provided may be rejected as non-responsive. Quoters 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 quote may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this quote, and which Quoters are responsive and responsible. The District reserves the right before awarding the quote, to require a Quoter to submit such evidence of Quoter’s 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 Quoter to perform the work in a satisfactory manner and within the time specified. The Quoter 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 quote. Ignorance of legal requirements on the part of the Quoter will in no way relieve responsibility.

**TERMS AND CONDITIONS:** By submitting a quote response, Quoter agrees to all the terms and conditions of this Request for Quote and those included in the Purchase Order Terms and Conditions and associated Addendum. Any changes offered by a respondent in a quote response will not be considered by the District. The submittal of a quote response shall constitute respondent’s acknowledgement of all terms and conditions of this Request for Quote and the District will construe the quote response as though no proposed changes were presented. Any request to change a term or condition in this Request for Quote or Purchase Order must be asked during the question and answer period listed under QUESTIONS.