

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS 39415 – LONG TERM DISABILITY INSURANCE**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 1:00 p.m., June 5, 2024. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, Central Bidding at *centralauctionhouse.com*, the state of Florida’s MyFloridaMarketPlace (MFMP) at *myfloridamarketplace.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding, MFMP or the District by calling or emailing Kendall Matott, Contracts Manager, at 386-312-2324 or [kmatott@sjrwmd.com](mailto:kmatott@sjrwmd.com). Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District seeks proposals from qualified insurance providers place insurance coverage for group long-term disability (LTD) insurance for District employees in benefit-eligible positions. The Respondent’s proposal must match current coverage with the modifications as outlined in the Statement of Work (SOW). The Successful Respondent’s proposal must provide fixed rates for a two-year period, with the option to renew for three or more additional 12-month periods.

Insurance providers (Insurers) must submit a Proposal through one or more Florida licensed agents or Florida nonresident licensed agents (Agents), who are duly licensed and appointed by the insurance provider in accordance with Chapter 624 and Chapter 626 of the Florida Statutes.

**Optional Bid Item: Renewal Rate Guarantee:** The District would like to have the option to renew the contract for three or more 12-month periods. Respondents are not required to bid this item. Through the Optional Bid Item, Respondents may offer a rate guarantee percentage for the additional contract renewals which consist of three 12-month terms. The Optional Bid Item will not be used in the evaluation of a proposal.

The services and insurance coverages that are the subject of this solicitation (“the Work”) are set forth in the SOW. Upon award, the Successful Respondent shall provide the services in the SOW.

**Attachments accompanying this solicitation are as follows:**

- Exhibit 1 – LTD Claims Experience
- Exhibit 2 – LTD Benefit Summary
- Exhibit 3 – LTD Class 1 COI
- Exhibit 4 – LTD Class 4 COI
- Exhibit 5 – LTD Census File: **THIS FILE MUST BE REQUESTED — IT IS NOT INCLUDED IN THE SOLICITATION PACKAGE**
- Exhibit 6 – Evaluation Questionnaire (Separate Excel file)

The District’s Evaluation Committee will meet at District Headquarters at 4049 Reid Street, Palatka, Florida 32177, to evaluate and rank Proposals as follows:

- **10:00 a.m., June 25, 2024:** Review and discuss the responses, finalize the initial ranking, determine if oral presentations (by some or all of the Respondents) are necessary to assist in facilitating the

evaluation process in determining a final recommendation, and discuss negotiation strategies. If no oral presentations are needed, the Evaluation Committee will also finalize the ranking of Respondents.

- **10:00 a.m., July 8, 2024:** Conduct oral presentations, if needed, immediately followed by an evaluation meeting to establish the final rankings. Respondents selected for oral presentations will be notified in advance. The Evaluation Committee may also discuss negotiation strategies.

One or more members of the Evaluation Committee may attend the meeting remotely through communication media technology.

**Americans with Disability Act (ADA)**

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Kendall Matott, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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## INSTRUCTIONS TO RESPONDENTS

### 1. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Contracts Manager:

Kendall Matott, Contracts Manager Phone: 386-312-2324 Email: <a href="mailto:kmattott@sjrwmd.com">kmattott@sjrwmd.com</a>
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Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

### 2. WHERE TO SUBMIT PROPOSAL

**Respondent must submit its Proposal in electronic format (no paper copies) either by: uploading to DemandStar directly at [www.demandstar.com](http://www.demandstar.com) OR to Central Bidding directly at [www.centralauctionhouse.com](http://www.centralauctionhouse.com) (NOT BOTH); OR (2) delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope labeled as follows:**

<p><u>SEALED PROPOSAL – DO NOT OPEN</u></p> <p>Respondent's Name: _____</p> <p>Request for Proposals: 39415</p> <p>Opening Time: 1:00 p.m.</p> <p>Opening Date: June 5, 2024</p> <p style="text-align: center;">Kendall Matott, Contracts Manager St. Johns River Water Management District District Headquarters 4049 Reid Street Palatka, FL 32177</p>
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Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will.

**DO NOT SUBMIT YOUR PROPOSAL BY EMAIL — THIS WILL RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

### 3. OPENING OF PROPOSALS

Respondents or their authorized agents are invited to attend the opening of the Proposals at the following time and place:

1:00 p.m., June 5, 2024  
 St. Johns River Water Management District Headquarters  
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's Proposal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Proposal is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Proposal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of trade secret confidentiality and return the Proposal to Respondent.

### 4. PREPARATION AND ORGANIZATION OF PROPOSAL

- a. Respondent must submit its Proposal in an electronic format as directed in section 3, above, or the Proposal may be deemed non-responsive.
- b. All blank spaces on the solicitation documents must be typewritten or legibly printed in ink. In the event you decline to submit a response, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a response.
- c. The file naming conventions for the solicitation must clearly identify specific information, such as the solicitation number and the respondent's name (Example: RFP 12345, ABC Company).
- d. Please do not password protect files saved to a pin/thumb/jump drive. The District recommends that Respondents confirm their Proposal will open correctly on a non-company owned computer. Any electronic Proposal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.
- e. Respondent must adhere to the following organized structure for their Proposal document:

#### **Section/Tab 1: ORGANIZATION, EXPERIENCE AND QUALIFICATIONS**

- (1) A written description of the Respondent Insurer and Agent and their overall qualifications and capabilities in performing similar Work. (*Optional Respondent-provided documentation to supplement Questionnaire*)
- (2) A written description of Respondent Insurer and Agent's experience in providing LTD insurance to public entities, and how that experience positions the Respondent as the best choice for the award of the agreement. (*Optional Respondent-provided documentation to supplement Questionnaire*)
- (3) Documentation supporting Respondent Insurer's financial rating. (*Respondent-provided documentation*)
- (4) Respondent must complete and submit the forms below in PDF format (these forms are in the FORMS section of this document).
  - i. Proposal Form

- ii. Proposed Subcontractors Form
- iii. Certificate as to Corporation
- iv. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- v. Qualifications (General, Similar Projects/Client References)
- vi. Drug-Free Workplace (will be used if a tie occurs)

**Section/Tab 2: CUSTOMER SERVICE AND TECHNOLOGY CAPABILITIES**

- (1) A written description of qualifications for specific individuals who will be assigned to this account; include names, certifications, contact information and the services the individual will perform (*Optional Respondent-provided documentation to supplement Questionnaire*)
- (2) Sample Electronic Enrollment File (*Respondent-provided documentation*)
- (3) Sample Benefits Information Aids (*Respondent-provided documentation*)
- (4) Written description of the claims and administration process (*Optional Respondent-provided documentation to supplement Questionnaire*)
- (5) Other documentation Respondent may choose to provide regarding Customer Service and Technology capabilities. (*Respondent-provided documentation*)

**Section/Tab 3: PLAN DESIGN – COST CONTAINMENT AND MANAGEMENT STRATEGIES**

- (1) Summary of proposed plan design that includes benefit amounts and limitations, eligibility requirements, and exclusions. (*Respondent-provided documentation*)
- (2) List of any plan enhancements or deviations from the requested coverage. (*Respondent-provided documentation*)
- (3) List of any deviations from the terms and conditions set forth in this Solicitation. (*Respondent-provided documentation*)
- (4) Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches, or additional or alternative ideas that may be successful if implemented by the District. (*Respondent-provided documentation*)
- (5) Specimen Policies, Contracts for Services and Monthly Billing Statement (*Respondent-provided documentation*)
- (6) Implementation Schedule (30-45 day maximum) with proposed dates for necessary tasks to achieve an effective date of 10/01/2024 (*Respondent-provided documentation*)

**Section/Tab 4: COST EFFECTIVENESS**

- (1) Premium Schedule Form.

**Section/Tab 5: QUESTIONNAIRE AND OTHER DOCUMENTS**

- (1) Completed Exhibit 6 Questionnaire (*Excel file*)
- (2) Any document that the District will be required to sign. (*Respondent-provided documentation*)

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the qualifications. Each section shall be evaluated separately on its own merit.

**If you need assistance or have any questions about the format, please email or call Kendall Matott at [kmattott@sjrwmd.com](mailto:kmattott@sjrwmd.com) or 386-312-2324.**

All of the forms and questionnaires in the solicitation package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal.

A RESPONDENT'S PROPOSAL MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF PROPOSAL.

## 5. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Contracts Manager and must be in writing. The Contracts Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposals documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Proposals in order to be considered. Requests may be submitted by email at kmatott@sjrwm.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on all of the solicitation portals referenced on page 1 of this document to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.

## 6. BUDGET

The estimated budget for the Work is \$100,000 and is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. In addition, the District also reserves the right to reject all Proposals if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason.

## 7. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (General, Similar Projects/Client References) provided in these documents to document its minimum qualifications listed below. **Failure to include these forms and complete questionnaire with the response may be considered non-responsive.**

- a. Respondent must have issued group long-term disability insurance policies for at least three other similar-sized entities (public or private) with more than 500 full-time employees in the past three years. *(District-provided form)*
- b. Respondent's designated Insurance Agent shall provide three client references, which must include the similar policies listed above. No more than one client reference shall be from the District. *(District-provided form)*
- c. Respondent Insurer must offer self-administration for electronic enrollment and payment of premiums. *(Respondent-provided documentation; label documentation)*
- d. Respondent must have a minimum A.M. Best Rating of "A-V" for financial strength. Respondent (Insurer) shall furnish a copy of their A.M. Best Rating and A.M. Best Financial Size category documentation. *(Respondent-provided documentation; label documentation)*

- e. Respondent Insurer must have at least five years of experience in writing group long-term disability insurance policies. (*Questionnaire*)
- f. Respondent's designated Insurance Agent must have at least three years of experience of direct client contact handling similar size accounts. (*Questionnaire*)
- g. Respondent's designated Insurance Agent must meet all licensing requirements necessary to conduct business in the state of Florida with regard to the services requested herein. (*Respondent-provided license*)

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

## 8. SUBCONTRACTS

Respondent must submit with its Proposal a list of all known subcontractors who will participate in the Work on the attached "Proposed Subcontractors" form. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

## 9. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal.

If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership.

If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida.

Respondent must certify that all persons or entities having an interest as principal in the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

## 10. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;



- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

## **11. REJECTION OF PROPOSAL**

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

The District reserves the right to reject any and all Proposals and cancel this invitation to negotiate when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

## **12. WITHDRAWAL OF PROPOSAL**

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of opening of Proposals. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.

## **13. EVALUATION AND AWARD PROCEDURES**

- a. Proposals will be evaluated by a staff evaluation committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA". The committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes an electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation committee meeting.
- b. The committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this RFP package. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters, other location, or conducted remotely as appropriate. If the Committee determines that not all Respondents will be asked to make an oral presentation, the committee members will perform an initial evaluation of the proposals utilizing the Evaluation Criteria to produce an initial ranked list of Respondents. The initial ranked list will be used to determine which Respondents will be asked to make an oral presentation. After oral presentations are completed, the committee members will conduct a final evaluation of the Proposals utilizing the evaluation criteria. The initial evaluation scores will not be considered in the final evaluation. All Respondents will be notified in writing of the evaluation committee's final ranking of Proposals.
- c. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final

replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- d. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Proposals.
- e. Following the evaluation process, the District will submit the final ranking of Proposals to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee.
- f. Contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
- g. The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the “Successful Respondent”). The Agreement may be modified based on the District’s acceptance of any alternatives listed in the Proposal that the District deems in its best interest.
- h. If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- i. In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- j. All Respondents will be notified of the District’s intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

#### **14. EVALUATION CRITERIA**

The staff evaluation committee will evaluate the Proposals using the evaluation criteria on the subsequent page. Failure by Respondent to include the required information may result in the Proposal being considered non-responsive or may receive a correspondingly low score pursuant to the evaluation rating scale.

**EVALUATION CRITERIA**  
**REQUEST FOR PROPOSALS 39415 – LONG TERM DISABILITY INSURANCE**

Responses shall include information or documentation regarding, and will be evaluated using, the evaluation criteria set forth below. The evaluation rating scale is as follows:

More than adequate .....8 – 10      Less than adequate .....1 – 4  
 Adequate .....5 – 7      Not covered in submittal .....0

CRITERIA	WEIGHT	PROPOSAL SCORE	PROPOSAL WEIGHTED SCORE TOTAL
<b>Tab 1: Organization, Experience and Qualifications</b> a) Respondent firm’s (and subcontractors) overall qualifications, capabilities, background, experience, and availability to conduct the Work. b) Knowledge and understanding of requested services as outlined in the Statement of Work c) Ability to meet expectations and perform Work d) Client references and experience	10%		
<b>Tab 2: Customer Service and Technology Capabilities</b> a) Customer service capabilities b) Assigned project team c) Technological tools and education materials d) Claims administration	15%		
<b>Tab 3: Plan Design – Cost Containment and Management Strategies</b> a) Plan Comparison and Design b) Implementation Schedule c) Ease and Effectiveness of Plan Administration (billing, enrollment, etc.) d) Future year cost containment (rate cap guarantee)	15%		
<b>Tab 4: Cost Effectiveness – Premium Schedule</b> The Respondent whose proposed cost (unit rate) for the 2-year period is the lowest will receive a Cost Score of 10. All other Proposals will be scored proportionately using the following formula: Multiply the lowest proposed amount by 10, divide that amount by the next lowest amount to determine the Plan Design Cost Score, and so forth.	60%		
<b>TOTAL SCORE</b>	<b>100%</b>		

## 15. EXECUTION OF AGREEMENT/POLICIES

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the Proposal and execution of the Agreement by the District.

Unless all Proposals are rejected the Successful Respondent must provide the District with the following no later than September 1, 2024:

- a) A completed Internal Revenue Service Form W-9
- b) Satisfactory evidence of all required insurance coverage
- c) Proof satisfactory to the District of the authority of the person or persons accepting the terms and conditions of this Solicitation on behalf of Respondent
- d) All other information and documentation required by the Agreement

Respondents must deliver the insurance policies, forms, endorsements and other related documentation of coverage and services as proposed, and as accepted by the District.

If policies, forms, endorsements and other documentation of coverage/services are not delivered as proposed and as accepted by the District, no less coverage or service will later be accepted.

The District shall not be obligated to follow-up to obtain documentation of proposed items not included or incomplete in delivered policies, contracts, forms or endorsements. If the District does not follow-up, or if the District follows up only on a limited basis, and if the Successful Respondent does not fulfill its obligation to deliver documentation of coverage, services or other terms proposed, it shall not be construed as a waiver of Respondent's duty to deliver what was offered and accepted.

Failure upon the part of the Successful Respondent to timely provide the binders or submit the required information above will be just cause, if the District so elects, for the recommended award to be annulled.

## 16. AGREEMENT TERMS AND CONDITIONS

The District's Standard Terms and Conditions (Attachment B) and all other solicitation documents (advertisement for proposals; Instructions to Respondents, including all attachments and exhibits; addenda, certifications, and affidavits; and proposal) shall be incorporated into the final contract with the Successful Respondent ("Agreement"). In the event of a conflict between the District's Standard Terms and Conditions and solicitation documents and any other component of the Agreement, the District's Standard Terms and Conditions and solicitation documents shall take precedence. Any deviations requested by a Respondent must be specifically included in their proposal under Section/Tab 3: PLAN DESIGN – COST CONTAINMENT AND MANAGEMENT STRATEGIES.

## 17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

#### **18. DIVERSITY OPPORTUNITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

#### **19. FLORIDA SALES TAX**

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation to Negotiate is intended to remain tangible personal property and not become part of a public work owned by the District.

#### **20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, 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 §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

#### **21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

#### **22. NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on DemandStar at *DemandStar.com*, Central Bidding at *centralauctionhouse.com*, *My Florida Marketplace* at *myfloridamarketplace.com*, and Vendor Registry at *vendorregistry.com*. DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

### **23. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701**

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

### **24. PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [sjrwmd.com](http://sjrwmd.com). These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

**FORMS**

**PROPOSAL FORM**

Include this form with response under Section/Tab 1

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this proposal or in the Agreement to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its proposal is accepted, Respondent shall contract with the District, incorporating the District's Standard Terms and Conditions (Attachment B) and all other solicitation documents (advertisement for proposals; Instructions to Respondents, including all attachments and exhibits; addenda, certifications, and affidavits; and proposal) and shall furnish everything necessary to complete the Work in accordance with the specified time for completion and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title

PREMIUM SCHEDULE

Include this form with response under Section/Tab 4.

Proposal to be opened at 1:00 p.m., June 5, 2024

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Proposals for the LONG TERM DISABILITY INSURANCE (Request for Proposals 39415), subject to the terms and conditions of the solicitation, the undersigned agrees to perform the Work at the Unit Rate set forth in the schedule below (fill in the blanks).

Respondent’s Proposal **MUST** include a Unit Rate for Group Long Term Disability with a period of October 1, 2024 through September 30, 2026 (Item 1a). The Unit Rate for Item 1a will be used to determine the proposal’s Cost Effectiveness score.

Respondents **MAY** include a Rate Cap Guarantee for up to three 12-month renewals (Items 2a, 2b, and 2c). The Rate Cap Increase Percentage represents the maximum amount Respondent may increase premiums for the indicated renewal term. The Rate Cap Guarantee for Items 2a, 2b, and 2c will NOT be used to determine a Proposal’s Cost Effectiveness Score. However, a Rate Cap will be considered under a proposal’s Plan Design – Cost Containment and Management Strategies score.

REQUIRED PROPOSAL ITEM			
Proposal Item	Coverage: Two-Year Contract Period Consisting of Two 12-Month Terms with Rate Guarantee	Average Monthly Payroll	Unit Rate
1a	Group Long-Term Disability (Rate/\$100 of covered payroll) (Effective Oct. 1, 2024, through Sep. 30, 2026)	\$ 3,018,250	\$ _____

OPTIONAL PROPOSAL ITEMS: RATE CAP GUARANTEE		
<p><u>Optional Renewal Rate Guarantee:</u> The District would like to have the option to renew the contract for three 12-month periods with a rate cap guarantee (Proposal Items 2a, 2b, and 2c). If proposed, the rate cap guarantee will be considered under a proposal’s Plan Design – Cost Containment and Management Strategies score.</p>		
Proposal Item	Renewal (up to three) — Coverage: Additional Contract Period Consisting of Three 12-Month Terms with Rate Guarantee	Rate Cap Increase%
2a	Rate Cap Guarantee for Renewal Period 1 (Effective Oct. 1, 2026, through Sep. 30, 2027) (Express in a percentage to be added to the above Unit Rate or if none, write: “0” or “None.”)	_____ %
2b	Rate Cap Guarantee for Renewal Period 1 (Effective Oct. 1, 2027, through Sep. 30, 2028) (Express in a percentage to be added to the above Unit Rate or if none, write: “0” or “None.”)	_____ %
2c	Rate Cap Guarantee for Renewal Period 1 (Effective Oct. 1, 2028, through Sep. 30, 2029) (Express in a percentage to be added to the above Unit Rate or if none, write: “0” or “None.”)	_____ %

Premiums quoted in the RFP must be inclusive of any commission (not to exceed 10%) paid to the Agent.



PREMIUM SCHEDULE – *Continued*

If said Proposal exceeds the estimated amount set forth in the District’s solicitation, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF SUBMITTAL DOCUMENTS” for information to be included with the proposal package.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the state of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this proposal and upon award of such proposal, shall fully comply with such terms and conditions.

\_\_\_\_\_

Date

\_\_\_\_\_

Respondent (firm name)

\_\_\_\_\_

Address

\_\_\_\_\_

E-mail address

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone number

\_\_\_\_\_

Typed name and title

CERTIFICATE AS TO CORPORATION

Include this form with response under Section/Tab 1

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Invitation to Negotiate and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

By: \_\_\_\_\_

(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response under Section/Tab 1.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, \_\_\_\_\_ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:  
 \_\_\_\_\_  
 the Respondent that has submitted the attached proposal.
2. The attached proposal is genuine. It is not a collusive or sham proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response under Section/Tab 1.

As part of the proposal, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: \_\_\_\_\_

Year company was organized/formed: \_\_\_\_\_

Number of years Respondent has been engaged in business under the present firm or trade name: \_\_\_\_\_

Total number of years Respondent has experience in similar Long Term Disability Insurance services as described in the INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Proposal or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the background/experience of the person or persons who will be primarily responsible for directing the Services that will be performed pursuant to this Proposal. This inquiry is intended to encompass the project (account) manager who will be engaged on a daily basis in directing performance of the Services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QUALIFICATIONS — SIMILAR PROJECTS / CLIENT REFERENCES

Include this form in the response under Section/Tab 1.

Respondent Insurer must have issued group long-term disability insurance policies for at least three other similar-sized entities (public or private) with more than 500 full-time employees in the past three years.

Respondent's designated Insurance Agent shall provide three client references, which will include the similar policies listed above. No more than one client reference shall be from the District.

*The similar projects will also serve as Respondent's client references.*

**Similar Project/Policy 1:**

Firm Name: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Name of designated Insurance Agent: \_\_\_\_\_

Number of covered full time employees: \_\_\_\_\_

Project start date: \_\_\_\_\_ (month/year)      Project Completion date: \_\_\_\_\_ (month/year)

Total Project Cost: \_\_\_\_\_

**Similar Project/Policy 2:**

Name: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of designated Insurance Agent: \_\_\_\_\_

Number of covered full time employees: \_\_\_\_\_

Project start date: \_\_\_\_\_ Project Completion date: \_\_\_\_\_  
(month/year) (month/year)

Total Project Cost: \_\_\_\_\_

**Similar Project/Policy 3:**

Name: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of designated Insurance Agent: \_\_\_\_\_

Number of covered full time employees: \_\_\_\_\_

Project start date: \_\_\_\_\_ (month/year)      Project Completion date: \_\_\_\_\_ (month/year)

Total Project Cost: \_\_\_\_\_

**SUBMIT ADDITIONAL PAGES AS NEEDED TO DOCUMENT THE MINIMUM REQUIREMENTS FOR INSURER AND AGENT**

PROPOSED SUBCONTRACTORS

Include this form in the response under Section/Tab 1

Respondent must submit with its Proposal a list of all known subcontractors who will participate in more than ten percent of the Work by providing the information requested below. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

1. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_

6. Name and address of subcontractor: \_\_\_\_\_  
\_\_\_\_\_

Description of work: \_\_\_\_\_  
\_\_\_\_\_

Estimated value of Work: \_\_\_\_\_



DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

Include this form in the response under Section/Tab 1.

The Respondent, (business name) \_\_\_\_\_, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS 39415

Your reasons for not responding to this Request for Proposals are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

## ATTACHMENT A — STANDARD TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the Agreement between the Successful Respondent (Contractor) and the District:

### 1. **Compensation and Payment.**

- a. Insurance Agent Commissions, Fees, and Expenses. Agent shall be compensated solely through commissions on placed coverages. The commission rate for all lines of coverage may not exceed 10%. No direct commissions, fees, reimbursement of expenses, or other compensation will be paid by the District.
- b. Premiums. Premiums shall be payable based upon the unit rates submitted in the proposal. Total premium cost may vary depending upon exposures.
- c. Invoice Submittal. Invoices shall be submitted by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Accounting Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Firm shall provide additional supporting information as required to document invoices.
- d. Invoice Information. All invoices shall include the following information: (1) District contract number; District encumbrance number (if applicable); (3) District's name and address (include remit address if necessary); (4) District's invoice number and date of invoice; (5) District Project Manager; (6) supporting documentation as to cost and/or Work Completion; (7) a listing of all invoiced costs, accompanied by copies of actual receipts (as appropriate); (8) progress report (if required); (9) the total of only the current bill or statement (prior balances or payment history should be shown separately, if at all); and (11) any information as may be requested and necessary or audit purposes. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- e. Final Invoice. The final invoice for all services and deliverables must be submitted no later than 45 days after the termination of this Agreement; provided, however, that when the termination corresponds to the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date.
- f. End of Fiscal Year Reporting. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under this Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, a description of the additional work completed between the last invoice (if any) and September 30, and an estimate of the additional amount due as of September 30 shall be submitted prior to October 30.
- g. Local Government Prompt Payment Act. This Agreement is subject to Florida's Local Government Prompt Payment Act, sections 218.73 and 218.74, Fla. Stat., specifically as to payment due dates and interest rates.

2. **Term.** The initial term of this Agreement shall be October 1, 2024, through September 30, 2026, unless terminated earlier or renewed through the mutual agreement of the parties.
3. **Renewals.** The District shall be under no obligation to renew policies beyond the initial policy term. Continuation of the Agreement beyond the initial period, and any option to renew that is subsequently exercised, is a District prerogative, and not a right of the Contractor. This prerogative will be exercised only when such continuation is in the best interest of the District, as determined by the District at its sole discretion.

4. **Insurance Agents.** At all times during the term of this Agreement, Contractor is responsible for the performance of any and all Work, regardless of the use of an Agent by the Contractor. The District reserves the right to change the Agent of Record at any time upon written notice to the Contractor.
5. **Insurance.** Consultant shall acquire and maintain until completion of the Work the insurance coverage as set forth in ATTACHMENT C – INSURANCE REQUIREMENTS.
6. **Audit.** The Contractor must preserve its books and other records involving transactions related to this Agreement and provide District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, the Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Any payment(s) that are found to not constitute allowable costs based upon an audit examination must be refunded.
7. **Assignment.** the Contractor shall not sublet or assign the Work or any portion thereof without the District’s prior written consent. District approval of a Subcontractor does not create a contractual relationship between any subcontractor and the District. The Contractor is responsible for the fulfillment of all work elements included in any subcontract and is fully responsible for the acts and omissions of its subcontractors.
8. **Governing law, venue, attorney’s fees, waiver of right to jury trial.** This Agreement shall be construed according to the Laws of Florida and shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in Putnam County and venue for federal legal proceedings shall be the U.S. District Court, Middle District of Florida in Duval County; (2) each party shall bear its own attorney’s fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
9. **Funding contingency.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to (1) ad valorem tax revenues appropriated by the District’s Governing Board; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one fiscal year are subject to annual appropriation of funds in the sole discretion and judgement of the District’s Governing Board for each succeeding fiscal year. Should the Work not be funded, in whole or in part, in the current fiscal year or succeeding fiscal years, the District shall so notify Agent and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “fiscal year” is defined as the period beginning on October 1 and ending on September 30.
10. **Civil rights.** Pursuant to chapter 760, Fla. Stat., the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
11. **Cooperation with the inspector general, pursuant to §20.055(5) Fla. Stat.** The Contractor and any subcontractor(s) understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
12. **Indemnity.** The Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work.

13. **Independent contractor.** The Contractor is an independent contractors. Neither Contractor nor its employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. The Contractor is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C.§§ 18001, et. Seq.), and tax laws pertaining to the Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
14. **Interest in the business of Contractor.** Contractor certifies that no officer, agent, or employee of the District has any material interest as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement.
15. **Non-Lobbying.** Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
16. **Ownership.** All deliverables and all documents, including draft and final reports, original drawings, estimates, programs, manuals, specifications, and field notes, developed, secured or used in performing the Work, including work not accepted by the District, are District property when compensation has been received therefor. All ownership rights belong to the District, including the right to copyright, trademark, and patent the Work. District specifications and copies thereof are District property and shall not be used on other work. Any work subject to patent copyright is a “work made for hire” as defined by the patent and copyright laws of the United States.
17. **Permits and licenses.** All material used and Work performed must conform to the laws of the United States, the State of Florida, and any county and municipal ordinances. The Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is performed.
18. **Public entity crime.** 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity/ and may not transact business with any entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
19. **Public records**
  - a. Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to the Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by the Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney’s fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
  - b. Contractor shall comply with Florida public records law under chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.

- c. If Contractor meets the definition of “Contractor” found in §119.0701(1)(a), Fla. Stat., [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
1. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Contractor of the request, and Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, Contractor may be subject to penalties under §119.10, Fla. Stat.
  2. Upon request from the District’s custodian of public records, Contractor shall 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 in chapter 119, Fla. Stat., or as otherwise provided by law.
  3. Contractor shall identify and ensure that all public records are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to the District.
  4. Upon completion of the Agreement, Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is accessible by and compatible with the information technology requirements of the District.

**d. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk**

**St. Johns River Water Management District**

**4049 Reid Street**

**Palatka, Florida 32177-2571**

**(386) 329-4127**

**[clerk@sjrwmd.com](mailto:clerk@sjrwmd.com)**

20. **Safety.** Contractor has the sole duty to ensure the safety of its employees. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations, and ordinances.

21. **Scrutinized companies.** Contractor certifies that it, principals, and affiliates, are not now, and during the term of this Agreement will not be (a) on the scrutinized companies (sec. 287.135, Fla. Stat), discriminatory (sec. 287.134, Fla. Stat.), convicted (sec. 287.133, Fla. Stat.), or antitrust vendor (sec. 287.137, Fla. Stat.) Lists, (b) engaged in a boycott of Israel (sec. 287.135, Fla. Stat.), or (c) engages in business operations in Cuba or Syria (sec. 287.135, Fla. Stat.). Pursuant to the respective statutes, the District may terminate this Agreement at its sole option if Contractor is found to have submitted a false certification or if the certification proves to be untrue during the terms of the Agreement.
22. **Employment eligibility.** Pursuant to §448.095, Fla. Stat., Contractor must use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
23. **Social security number collection and usage.** The District, as required by law and for the purpose of reporting income, collects the social security numbers of independent contractors who do not provide a federal employer identification number.
24. **Project management and notices.** Each party shall designate a project manager for the Agreement. The Project Managers shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods (1) hand delivery; (2) U.S. Certified Mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.
25. **Disputes.**
  - a. During the course of work. In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.
  - b. **Invoices.** In the event the District rejects an invoice as improper, and Contractor declines to modify the invoice, Contractor must notify the District in writing within ten days of receipt of notice of rejection that Contractor will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

26. **Termination.** The District may terminate this Agreement at any time with or without cause, and with a 30-day written notice.
27. **Waiver.** Except as otherwise provided herein, the failure of Contractor to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding, any waiver must be in writing.
28. **Remedies cumulative and nonexclusive.** Unless stated otherwise herein, all rights and remedies of the parties under this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.
29. **Severability.** To the extent any term, covenant, condition or portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the parties.
30. **Signatures; electronic transactions.** This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.



**ATTACHMENT B — STATEMENT OF WORK  
LONG TERM DISABILITY INSURANCE**

**I. Introduction**

The St. Johns River Water Management District (District) is an environmental regulatory agency of the state of Florida whose work is focused on ensuring a long-term supply of drinking water, and to protect and restore the health of water bodies in the District’s 18 counties in northeast and east-central Florida.

The District offers a comprehensive benefits package to full and part-time employees (not less than 16 hours per week) in an authorized position. The District’s workforce is comprised of 537 administrative, technical and professional staff located at the District’s headquarters in Palatka and service centers in Apopka, Jacksonville, and Palm Bay, with field stations in Apopka, Green Cove Springs (Bayard), Geneva, Seville (Lake George), Hawthorne (Longleaf Flatwoods), and Umatilla (Sunnyhill). One District employee works remotely in the State of Georgia.

The services and insurance coverages that are the subject of this solicitation (“the Work”) are set forth below. Upon award, the Successful Respondent shall provide the following services, either on its own or through the underwriters of the insurance submitted in its proposal.

**II. Objective**

To provide group long term disability (LTD) insurance coverage for District employees (benefit-eligible positions) by entering into an agreement with the Successful Respondent by providing fixed rates for a two-year period, with the option to renew for three or more additional 12-month periods at the rate cap guaranteed amounts.

**III. Project Timeline**

<u>Carrier Set Up</u>	<u>Date*</u>
Data Transfer to Carrier	TBD
Carrier Data Load	TBD
Bills Produced and Administrative Clean Up	TBD
Installation Review Meeting	TBD
New Plan Effective Date	October 1, 2024
Provide Summary Plan Documents	TBD

Establishment of the above dates will be coordinated with Successful Respondent.

**IV. Current Policy**

The District currently maintains LTD insurance plans, with 100% of the premiums paid by the District. The current LTD carrier is Madison National Life Insurance Company (Madison). Madison has been the District’s LTD carrier since October 1, 2015. A summary of the LTD claims experience is included as Exhibit 1. The following claim information and policy documents are attached.

- Exhibit 1 – Long Term Disability Claims Experience
- Exhibit 2 – Long Term Disability Insurance Benefit Summary
- Exhibit 3 – Class 1 Long Term Disability Certificate of Insurance
- Exhibit 4 – Class 4 Long Term Disability Certificate of Insurance

## Exhibit 5 – Long Term Disability Census

The District participates in the Florida Retirement System (FRS), which offers eligible employees a retirement disability benefit. Long term disability benefits offered under the current LTD insurance policy are reduced by any FRS disability retirement benefit received by eligible employees. Additional information about FRS disability benefits can be found in Chapter 10 of the *FRS Pension Plan Employer Handbook* (accessible here: [https://www.dms.myflorida.com/workforce\\_operations/retirement/employers/employer\\_handbook](https://www.dms.myflorida.com/workforce_operations/retirement/employers/employer_handbook)).

### V. Policy Requirements

1. Fully insured, non-contributory long-term disability (LTD) plan for St. Johns River Water Management District.
2. Match the current plan designs (coverage with benefits equal to or greater than current plans), with one modification, as indicated below.
  - a. Class 1 – All benefit-eligible employees other than senior management  
**Modification:** Provide coverage and benefits equal or greater than those provided in Exhibit 3 (Class 1 Long Term Disability Certificate of Insurance) with an increased maximum monthly covered salary of \$22,500 with a maximum monthly benefit of \$15,000.
  - b. Class 4 – All eligible senior management employees  
**Modification:** Provide coverage and benefits equal or great than those provided in Exhibit 4 (Class 4 Long Term Disability Certificate of Insurance) with an increased maximum monthly covered salary of \$22,500 with a maximum monthly benefit of \$15,000.
3. **Employee Eligibility.** No employee may lose coverage due to the change in providers, insurance carriers/administrators, contracts, or plans.
4. **Notice Requirements.** Insurer must provide the District with at least 150 day days written notice for intent to cancel or modify the program. If the intention is to modify the program, Insurer must agree to provide details of the modification. Insurer will provide the District with written notice of any rate increase by providing the actual proposed rates no later than May 15<sup>th</sup> for the following policy term.

### VI. General Requirements

1. An “800 number” to call in for Customer support.
2. Provide financial and utilization reports to the District on a quarterly basis.
3. Provide member-communications program, including materials and assistance.
4. A complaint resolution process for both employee/claimants and the District.
5. Provide resources for claim avoidance or mitigation, such as support for workplace accommodation or wellness programs.
6. Agent’s designated account manager/insurance agent may not be changed unless approved in writing by the District.
7. The District will continue to pay 100% of the premiums for LTD benefits through self-administration and enrollment of employees through self-directed uploads.

#### Current Premium

Long term disability rate                      \$0.257 / \$100 of Payroll

Long term disability paid premium      \$93,698.38 (April 1, 2023 – March 31, 2024)

**Insurance Agent Commissions**

Respondents shall designate an insurance agent to service the District’s account. Respondents are to clearly identify the agent. Multiple responses submitted by the same Respondent Agent or insurance carrier will be subject to disqualification. Bids submitted without an agent identified will be subject to disqualification.

The maximum acceptable commission rate for all lines of coverage is 10%. Premiums quoted in RFP must be inclusive of any commission paid to an insurance agent.

Insurance Agent duties will be as follows\*:

1. Attend annual review meetings with the District’s Project Manager and the appropriate carrier representative, if requested.
2. Keep the District’s Project Manager informed as to industry trends that might affect benefit planning.
3. Intervene when requested by the District’s Project Manager or Office of Human Resources staff on behalf of employees with personal claims problems.
4. Other – As directed by the District’s Project Manager.

\*In the District’s sole discretion, the District reserves the right to require agent replacement if the Agent is not performing to the District’s satisfaction.

**VII. District Project Manager:**

Elizabeth Hendrie  
Human Resources Consultant  
Office of Human Resources  
Email: ehendrie@sjrwmd.com  
Office: 386-329-4154

## ATTACHMENT C — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Consultant is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- a. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- b. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a (n) project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent Consultants, and (4) property in the care, control, or custody of the Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- c. **Automobile Liability.** \$500,000 combined single limit.
- d. **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- e. **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.
- f. **Cyber & Personal Data Protection Liability:** Coverage must be afforded for Liability arising out of the negligent release or disclosure of personal, private, confidential, or proprietary information. Coverage must include third-party liability and first-party claims costs. Policy limit must be no less than \$1,000,000 per claim. **SJRWMD must be an additional insured on this policy.**

Consultant/Vendor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by SJRWMD. Evidence of continual coverage must be provided to SJRWMD's Risk Manager within 10 days of each policy inception or equivalent.

**ATTACHMENT D — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Elizabeth Hendrie, Project Manager

CONTRACT NUMBER: 39415

CONTRACT TITLE: LONG TERM DISABILITY INSURANCE

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONSULTANT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

**Consultant’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Consultant agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Elizabeth Hendrie, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

Kendall Matott, District Contracts Manager

c: Contract file  
Financial Services