

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PROPERTY, CASUALTY, WORKERS' COMPENSATION AND OTHER INSURANCE
REQUEST FOR PROPOSALS 39460**

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., July 3, 2024. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, the state of Florida’s My Florida Marketplace at *vendor.myfloridamarketplace.com*, Central Bidding at *centralbidding.com* or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, My Florida Marketplace, Central Bidding or the District by emailing Kendall Matott, Contracts Manager at *kmatott@sjrwmd.com* or Wendy Cox, Procurement Director at *wcox@sjrwmd.com*. Responses will be opened at the District Headquarters, 4049 Reid Street, Palatka, Florida 32177.

The District is requesting proposals from qualified insurance brokers to assist with the District’s risk management program, provide brokerage services, and place insurance coverages for Property Coverage (including Inland Marine and Equipment Breakdown); Crime Coverage; General Liability; Automobile Coverage; Public Official Liability / Employment Practice Liability; Workers’ Compensation; Pollution Liability; Fiduciary Liability; Cyber Coverage; and two optional coverages for Storage Tank and Drones. The District intends to select one insurance broker to place the insurance coverages described herein. The District’s objective is to protect the District’s interests by limiting its risk through the requested services and insurance coverages identified above. The District has engaged Ben Few & Company, LLC. to assist the District in preparing this solicitation and providing technical advice to the District’s Evaluation Committee.

With the exception of Storage Tank and Drone coverages, Respondent’s proposal must include all requested coverages. Insurance is to be effective October 1, 2024. It is requested that Respondents show a premium breakdown for each line of coverage proposed. Although the District has requested several types of coverage, some types may not be purchased.

Respondents should indicate carriers’ most favorable terms of premium payment for all policies proposed.

Attachments accompanying this solicitation are as follows:

- Attachment A – Scope of Services
- Attachment B – Standard Terms and Conditions
- Attachment C – Confidentiality Agreement
- Attachment D – Sections 373.1395 and 373.443, Fla. Stat.
- Attachment E – Exposure Workbook (*separate Excel file*)
- Attachment F – Evaluation Questionnaire (*separate Excel file*)

Exhibits to this solicitation are as follows:

The following exhibits contain information that is exempt and/or confidential under Florida Public Records law. Respondents may request these exhibits by emailing the Procurement Staff named in this solicitation. To receive the exhibits, Respondents must first submit a fully executed Confidentiality Agreement (Attachment C).

- Exhibit 1 – Current Coverages (*separate PDF file*)

- Exhibit 2 – Member Experience Report (*separate Excel file*)
- Exhibit 3 – Cost Schedule Workbook (*separate Excel file*)
- Consolidated Exhibit 4 – Insurance Policies (*separate PDF files*):
 - Exhibit 4a – Package Insurance Policy (Property and Inland Marine, General Liability, Public Official / Employment Practices Liability, Cyber Coverage, Automobile Liability / Physical Damage)
 - Exhibit 4b – Fiduciary Liability Policy
 - Exhibit 4c – Workers Compensation Policy
 - Exhibit 4d – Pollution Liability Policy
 - Exhibit 4e – Crime Policy
 - Exhibit 4f – Storage Tank Liability
 - Exhibit 4g – Aviation Liability (Drone Unmanned Aircraft)
- Exhibit 5 – Loss Run (*separate Excel file*)

The District’s Evaluation Committee will meet at District headquarters at 4049 Reid Street, Palatka, Florida 32177-2571, to evaluate and rank Proposals as follows:

- 1:00 p.m. (if needed), on July 17, 2024, to
 - Discuss the responses
 - Determine whether presentations are needed and determine a shortlist through an initial ranking (if needed)
 - If no presentations are needed, finalize the ranking of Respondents
 - Discuss negotiation strategies
- 9:00 a.m., and 11:00 a.m. (presentations if needed), on July 19, 2024, to
 - Hear oral presentations and ask questions from Respondents to clarify Proposals
 - Each Respondent will be assigned a designated virtual meeting time, established by lot.
- 10:00 a.m., July 24, 2024 (if needed)
 - To determine the final ranking of respondents for recommendation to the Governing Board. All Respondents will be notified in writing of the staff’s intended recommendation to the Governing Board on August 13, 2024.

Americans With Disabilities 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 Wendy Cox, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. INTRODUCTION

The District is requesting proposals that include brokerage services, risk management assistance and all of the following coverages: Property Coverage (including Inland Marine and Equipment Breakdown); Crime Coverage; General Liability; Automobile Coverage; Public Official Liability / Employment Practice Liability; Workers' Compensation; Pollution Liability; Fiduciary Liability; and Cyber Coverage. This insurance is to be effective October 1, 2024. The District also carries Storage Tank and Drone liability coverage and requests, but is not requiring, proposals for these two insurance lines.

About the District

The District is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida. It owns and manages properties totaling approximately 740,000 acres within its 18-county boundary for conservation purposes, including wetland restoration, preserving areas designated as natural and pristine, and flood control through operation of more than 100 water control structures. The District manages much of its property to allow public access for recreational purposes, including hiking, fishing, horseback riding, camping, boating, and seasonal hunting. The District also routinely cooperates and participates with many federal, state, local, non-profit organizations and private landowners in conducting prescribed burns.

Staffing and Locations

The District currently has 537 full-time equivalent positions working primarily out of nine owned facilities, which include the headquarters facility in Palatka, two service centers in Apopka and in Palm Bay, six field stations in Mount Dora (Apopka Field Station), Green Cove Springs (Bayard Field Station), Geneva (Geneva Field Station), Seville (Lake George Field Station), Hawthorne (Longleaf Flatwoods Field Station and Umatilla (Sunnyhill Field Station), as well as one leased service center in Jacksonville. District staff may also work remotely from an approved telework location in accordance with the District's telework program.

Sovereign Immunity

In addition to its current safety programs, the District relies heavily upon a combination of statutory immunities for mitigation of its exposures. As a public entity, the District is subject to the protections of sovereign immunity, delineated by §768.28, Fla. Stat., as well as those protections afforded by §373.1395 and §373.443 (*refer to Attachment D*). The District also relies on its insurance carrier for loss control services.

Current Coverage Information.

All current coverage and policy information is attached as Exhibit 1 – Current Coverages and Consolidated Exhibit 4 – Insurance Policies. Current coverage is placed by Brown & Brown, Public Sector, primarily through Preferred Governmental Insurance Trust, with crime and fiduciary liability being written through Travelers, and pollution liability through Admiral. All limits and retentions shown in the specifications reflect the current program.

Current Exposure Information.

See Attachment E – Exposure Workbook.

Loss and Historical Exposure Information: For detailed loss information for all lines of claims, see Exhibit 2 – Member Experience Report and Exhibit 5 – Loss Run.

Respondents are encouraged to visit sjrwmd.com for additional information such as financials, the District's strategic plan, and consolidated annual report.

2. SCOPE OF SERVICES

The Scope of Services is a general guide to the work the District expects to be performed by the Respondent and is not an exhaustive listing of all services that may be required or desired.

The District is requesting qualified insurance brokers to submit proposals for assistance with the District's risk management program, provide brokerage services, and place insurance coverages with the same limits and deductibles as provided in Attachment A. 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.

The Scope of Services is set forth in detail in Attachment A – Scope of Services.

3. CONFLICT OF INTEREST STATEMENT

Respondents shall abide by chapter 112, Fla. Stat., and disclose within their Proposal any officer, director, or agent of their organization who is also an employee of the District. Also, the name of any employee of the District who owns more than five percent of the proposing organization must be disclosed.

4. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Contracts Manager or the Procurement Director ("Procurement Staff"):

Kendall Matott, Contracts Manager
 Phone: 386-312-2324
 Email: kmatott@sjrwmd.com

Or

Wendy Cox, Procurement Director
 Phone: 386-329-4118
 Email: wcox@sjrwmd.com

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 employees listed above. Violation of this provision is grounds for rejecting a response.

5. WHERE TO SUBMIT PROPOSAL

Respondent must submit its Proposal in electronic format (no paper copies) either by: uploading to DemandStar at www.demandstar.com or to Central Bidding at www.centrauctionhouse.com.

OR

Delivering all files on a single pin/thumb/jump drive either by mail or hand delivery in a sealed envelope. If the response will be mailed or hand delivered, it must be submitted in a **sealed envelope** labeled as follows:

SEALED PROPOSAL – DO NOT OPEN
Respondent’s Name:

Request for Proposals: 39460
Opening Time: 1:00 p.m.
Opening Date: July 3, 2024

Wendy Cox, Procurement Director
St. Johns River Water Management District
District Headquarters
4049 Reid Street
Palatka, FL 32177

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.

6. 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., July 03, 2024
St. Johns River Water Management District Headquarters
4049 Reid Street, Palatka, Florida 32177

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.

7. PREPARATION AND ORGANIZATION OF PROPOSAL

- a. Respondent must submit its Proposal in an electronic format as directed in section 5, above, or the Proposal may be deemed non-responsive.
- b. *Forms included in this document:* Respondent must submit the fully completed documents by converting or scanning any paper forms to PDF format.

- c. *Questionnaires and all other information requested in Attachment F*: Respondent must submit the completed questionnaires and all other information requested in Attachment F in an Excel file format (.xls or .xlsx).
- d. Respondent shall provide the following information in their Proposal organized under the section/tabs identified below (responses to the forms can be submitted on reproduced copies):

Section/Tab 1: Organizational Profile and Qualifications of Firm

- 1) Organizational Structure (only if a complete description is not provided in Attachment F – Evaluation Questionnaire).
- 2) Copy of insurance agent licensure (Respondent-provided documentation).
- 3) Copy of insurance provider’s license to conduct business in the State of Florida (Respondent-provided documentation).
- 4) Similar Projects / Client References Form.
- 5) Insurer stability (Respondent-provided documentation).
- 6) Proposed Subcontractors Form.
- 7) Certificate as to Corporate Form.

Section/Tab 2: Ability and Qualifications of Assigned Personnel/Project Team

- 1) Resumes of key personnel. Each resume shall not exceed two (2) pages in length (Respondent-provided documentation).

Section/Tab 3: Availability and Responsiveness of Proposal

- 1) List of all deviations from requested services or terms and conditions of this Solicitation.
- 2) Examples of premium and service billings (Respondent-provided documentation).
- 3) Examples of loss run reports (Respondent-provided documentation).
- 4) Catalog or listing of available training courses (Respondent-provided documentation).
- 5) Documentation of other first-party coverage limit options in excess of its current program for Cyber coverage, specifically as related to ransomware/cyber extortion, data breach response, and data recovery (Respondent-provided documentation).

Section/Tab 4: Cost Effectiveness

- 1) Cost Schedule Form
- 2) Completed Exhibit 3 – Cost Schedule Workbook

Section/Tab 5: Evaluation Materials

- 1) Proposal Form
 - 2) Completed Attachment F – Evaluation Questionnaire
 - 3) Other materials Respondent may elect to provide with their Proposal.
 - 4) Affidavit as to Non-Collusion and Certificate of Material Conformance with Specifications.
 - 5) Drug Free Workplace Form
- e. 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).
 - f. **Do not password protect files.** 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.

If you need assistance or have any questions about the format, please email or call Kendall Matott at kmatott@sjrwmd.com or 386-312-2324.

In the event you decline to submit a Proposal, 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 Proposal.

8. MINIMUM QUALIFICATIONS

Respondents must meet or exceed the following criteria as of the opening date of the Proposal. Failure to provide the information requested below may result in disqualification of Proposal. The Respondent is responsible for providing the following information in its response.

- a. **Agent Licensure:** Respondent’s agent must be duly licensed by, and in good standing with, the State of Florida; or be a company qualified by holder of a current State of Florida insurance license *(submit copy of license with Proposal and place under Tab/Section 1)*.
- b. **Insurer Licensure:** Respondent’s carriers must be licensed to conduct business in the State of Florida. *(submit copy of license with Proposal and place under Tab/Section 1)*.
- c. **Years in Business (Respondent):** Respondent must have been in business for a minimum of ten consecutive years immediately prior to the date of the Proposal opening and shall be currently authorized to perform services within the State of Florida. *(complete in Attachment F, Evaluation Questionnaire)*.
- d. **Similar Projects / Client References (Respondent):** Respondent must have successfully completed at least three similar projects for public entities in Florida in which the Respondent provided similar services (risk management and brokerage services placing property, general liability, workers compensation, and related insurance). Each similar project must have (1) annual premiums of at least \$500,000 per year; (2) lasted for at least five consecutive years; and (3) occurred within the past ten years preceding the date of this solicitation. Complete the SIMILAR PROJECTS/CLIENT REFERENCES FORM immediately following this section. Insert additional pages as necessary to document the required experience. This information will also be used as Respondent’s Client References. *(submit completed form and place under Tab/Section 1)*
- e. **Insurer Stability:** All proposed insurers, except for self-insurance funds (SIFs), must possess at least one of the minimum ratings specified below, prior to the Proposal Opening date, from one of the firms issuing that specific minimum rating *(submit with Proposal under Tab/Section 1)*.

<u>Rating Firm</u>	<u>Minimum Rating</u>
A. M. Best	A
Duff & Phelps	BBB-
Moody’s	Baa3
Standard & Poor’s	
Claims-Paying Ability	BBB-
Qualified Solvency Rating	BBB
Weiss Ratings, Inc.	C-

- f. **Self-Insurance Fund (SIF) Requirements:** If coverage is to be provided by an SIF or other organization not rated by the rating firms identified under “Insurer Stability” above, then the proposed provider must satisfy the following minimum qualifications:

- i. **Years in Business (SIF):** the SIF must have been in business and operating in Florida for a minimum of five consecutive years immediately prior to the date of Proposal opening. *(complete SIF Form and submit under Tab/Section 1)*
- ii. **Financial Statement (SIF):** For each SIF, the Proposal must be accompanied by the SIF's most recent financial statement issued by a certified public accountant that (1) is dated no earlier than 18 months prior to the proposal return date specified in this solicitation; or (2) offers an unqualified opinion of financial viability of the person or organization. *(Submit with Proposal under Tab/Section 1).*
- iii. **Reinsurance Vendor Financial Stability (SIF):** A SIF's reinsurance vendors must possess at least one of the minimum ratings specified under the chart above under "Insurer Stability", prior to the Proposal Opening date, from one of the firms issuing that specific minimum rating *(Submit with Proposal under Tab/Section 1).*

Irrespective of the minimum qualifications specified in this solicitation, 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.

9. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Solicitation 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 Procurement Staff and must be in writing. The Procurement Staff may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Request for Proposal 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@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar, Vendor Registry, My Florida Marketplace, and Central Bidding 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 Solicitation.

10. BUDGET

The estimated budget for the initial policy term of all coverages is \$1,500,000. This amount is an estimate only and does not limit the District in awarding the Solicitation. 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 Solicitation. 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. The District may discuss

alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

11. PROPOSAL GUARANTY

For the purposes of this Proposal, a Proposal guaranty is not required.

12. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Proposal a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the Proposal.

13. 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.

14. 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 with the Proposal;
- 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 Solicitation in a manner acceptable to the District and within the time period specified; or
- 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.

15. 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 solicitation when it determines, in its sole judgment and discretion, that it is not in its best interest to award the solicitation.

16. 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.

17. 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 a paper or 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. 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.
- b. 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.
- c. 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.
- d. Following the evaluation process, 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.

- e. Following the evaluation process, the District will submit the final ranking of Submittals 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. All Respondents will be notified in writing of the evaluation committee's final ranking of Submittals.
- f. 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 Request for Proposals package.
- 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."

18. EVALUATION CRITERIA

The staff evaluation committee will evaluate the Proposals using the evaluation criteria below. 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.

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 adequate8 – 10 Less than adequate1 – 4
 Adequate5 – 7 Not covered in submittal0

CRITERIA	WEIGHT	PROPOSAL SCORE	PROPOSAL WEIGHTED SCORE
<p>Organizational Profile and Qualifications of Firm</p> <ul style="list-style-type: none"> • Firm’s capacity, resources, experience, and qualifications. • Demonstrated knowledge of the Work and performance capabilities. • Client advocacy • Client references / past performance 	5%		
<p>Ability and Qualifications of Assigned Personnel / Project Team</p> <ul style="list-style-type: none"> • Qualifications of team members • Relationships / partnerships with outside vendors, TPAs, attorneys, etc. 	10%		
<p>Provided Services and Responsiveness of Proposal</p> <ul style="list-style-type: none"> • Scope and quality of services proposed • Demonstrated ability of firm to provide all requested services • Degree to which services and insurance coverages conform to Scope of Services • Extent to which deductibles are at or below current levels (not including the alternate deductible options) • Proposer’s approach to performing the Work 	35%		
<p>Cost Effectiveness</p> <p>The Respondent whose proposed cost is the lowest will receive a Cost Score of 10. All other responses 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 Cost Effectiveness Score, and so forth.</p>	50%		
TOTAL SCORE	100%		

19. EXECUTION OF AGREEMENT/POLICIES

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

Unless all Proposals are rejected, Successful Respondent must provide the following documents to the District by 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 executing the Solicitation on behalf of Respondent.
- d. Binders with an effective date of October 1, 2024.
- e. All other information and documentation required by the Solicitation.

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.

20. 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 Agreement with the Successful Respondent.

21. EXAMINATION OF SOLICITATION 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 and other solicitation 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 requirements necessary to perform the Solicitation 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 acceptance of policies, will affect or modify any of its terms.

22. FUNDING CONTINGENCY

This solicitation, upon award, is at all times 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. Policy terms that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment 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 Broker and the subject policies 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 Solicitation, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

23. DIVERSITY

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.

24. 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 Request for Proposals is intended to remain tangible personal property and not become part of a public work owned by the District.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - §287.05701, FLA. STAT.

Notice is hereby provided that pursuant to §287.05701, Fla. Stat., 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.

26. 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 or discriminatory vendor lists following a conviction for a public entity crime or placement 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §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.

27. 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 Onvia DemandStar at *DemandStar.com*, Vendor Registry at *vendorregistry.com*, MyFloridaMarketPlace at *myfloridamarketplace.com*, and Central Bidding at *centralbidding.com*. These solicitation portals may also be accessed through the District's web site at *sjrwmd.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 Onvia DemandStar, Central Bidding, MyFloridaMarketPlace, and Vendor Registry.

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 to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

28. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, 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. 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 in the response under Tab/Section 5.

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 solicitation; 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 policies proposed, and that no such person shall have any such interest at any time during the term of the policies proposed, should it be awarded to Respondent.

Respondent further declares that it has examined the solicitation and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other solicitation 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 and shall furnish everything necessary to complete the Work in accordance with the time for completion and other terms as specified in the solicitation 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

COST SCHEDULE

Include this form in the response under Tab/Section 4

Proposals to be opened at 1:00 pm, July 3, 2024

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting proposals for Property, Casualty, Workers’ Compensation and Other Insurance (Request for Proposals **39460**), subject to the terms and conditions of the solicitation, the undersigned proposes to perform the Work for the annual premiums contained in the Cost Schedule submitted in completed **Exhibit 3 (Cost Schedule Workbook)**.

Respondent must complete the Excel spreadsheet titled “Exhibit 3 – Cost Schedule Workbook” (include in the Section/Tab 4: Cost Effectiveness). This spreadsheet provides a complete breakdown of Respondent’s annual premiums, as well as other applicable information.

Respondent **must** propose premiums on all Required coverages and provide a premium breakdown for each line of coverage in Exhibit 3. Proposed coverages must substantially conform to the District’s current coverages. The Total Premium for All Required Coverages will be used to determine the Cost Effectiveness of a Proposal.

Respondents **may** propose premiums for (1) other deductible options where indicated; and (2) Optional Coverages in Exhibit 3. Premiums for these coverages **will not** be used to determine the Cost Effectiveness of a Proposal.

All premium amounts shall be inclusive of any and all commissions.

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

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

SIMILAR PROJECTS / CLIENT REFERENCES

Include this form in the response under Tab/Section 1

Completed Project 1:

Public Entity: _____

Current contact person at public entity: _____

Telephone: _____ Email: _____

Address: _____

Types of insurance policies and services provided: _____

Annual value of premiums: _____

Start date: _____
(month/year)

Completion date: _____
(month/year)

Completed Project 2:

Public Entity: _____

Current contact person at public entity: _____

Telephone: _____ Email: _____

Address: _____

Types of insurance policies and services Provided: _____

Annual value of premiums: _____

Start date: _____
(month/year)

Completion date: _____
(month/year)

Completed Project 3:

Public Entity: _____

Current contact person at public entity: _____

Telephone: _____ Email: _____

Address: _____

Types of insurance policies and services provided: _____

Annual value of premiums: _____

Start date: _____
(month/year)

Completion date: _____
(month/year)

CERTIFICATE AS TO CORPORATION

Include this form in the response under Tab/Section 1

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Solicitation, 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 Tab/Section 5

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 Solicitation for which the attached proposal has been submitted, or to refrain from bidding in connection with such Solicitation, 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 Solicitation.
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 Solicitation 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)

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 under Tab/Section 5)

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 39460

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 its 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 – SCOPE OF SERVICES

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 coverages submitted in its Proposal.

A. Placement of Insurance Coverages

1. **Coverage Requirements.** Insurance coverages should have comparable or better limits and deductibles than current coverages as provided in Exhibit 1 – Current Coverages and Consolidated Exhibit 4 – Insurance Policies.

Required Coverages:

- Property, including Inland Marine and Equipment Breakdown
- Crime
- General Liability
- Automobile Liability / Physical Damage (APD)
- Public Official Liability / Employment Practice Liability
- Cyber Coverage
- Workers Compensation
- Pollution Liability
- Fiduciary Liability

Optional Coverages:

- Storage Tank Liability
- Aviation Liability (Drone Unmanned Aircraft)

Ratings must be based on current property, inland marine, and automobile schedules, attached as Attachment E, Exposure Workbook. Coverages should be proposed in combination to create as few policies/contracts as possible. The District is seeking to obtain packaged policies with the intent of achieving the best coverage at the best price.

2. **Requested Options.** Where noted, Respondents are asked to provide multiple deductible options. These options may be selected at the District’s discretion from the successful Respondent. However, the Requested Options will NOT be utilized to calculate a Respondent’s Cost Effectiveness Score, as described in Section 18, EVALUATION CRITERIA.
3. **Term of Coverage.** The initial term of the proposed coverage will be twelve months. The effective date of the proposed coverage will be October 1, 2024, except for Storage Tank Liability, which renews January 1, 2025, and the Aviation (Drone) Liability, which renews May 11, 2025.

The coverage may be renewed for up to four additional twelve-month terms by the mutual and written consent of each party.

4. **Financial rating.** Insurance funds, captive insurers, other types of providers, or insurance carriers must satisfy the minimum financial rating requirements, as described in the Section 8, MINIMUM QUALIFICATIONS.
5. **Payment of Premiums.** Respondents are requested to indicate their most favorable terms and payment options.

6. **Named Insured for All Policies:** The St. Johns River Water Management District, including elected officials, appointed officials, past officials, employees, and volunteers while acting within the scope of duties. PLUS: Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a political body created by a listed named insured, or one in which controlling interest or membership therein is vested in a listed named insured.
7. **Cancellation/Non-Renewal:** The District shall be given at least 45 days' notice of cancellation, non-renewal or adverse change of contracts.
8. **Extension:** The District desires an option to extend coverage 30-60 days beyond contract terms, with the District providing at least 45 days' notice to the Respondent.
9. **Audits:** General Liability and Public Official Liability should be non-auditable.
10. **Unintentional Omission of Exposure:** Due care and diligence have been exercised in preparing these specifications, and all information is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information rest solely with the Respondent. Neither the St. Johns River Water Management District, Ben Few & Company, LLC, nor any of either entity's representatives shall be responsible for any error or omission in these specifications, nor for the failure on the part of the Respondent to understand the full extent of the exposure.

In accord with the above paragraph, all due care and diligence have been exercised in preparing these specifications; however, in the event that an exposure has been unintentionally omitted, the proposing carrier should include an endorsement protecting the St. Johns River Water Management District from denial of coverage in the event of a loss to that omitted item. This endorsement should provide coverage for unintentionally omitted items as well as providing that premiums must be paid retroactively to the effective date of the policy, or date of addition of any item of exposure, whichever is later.

11. **Coverage terms should not deviate from what has been requested, although additional, optional limits/deductibles/retentions differing from those specified may be considered.**

See **Attachment E – Exposure Workbook** for respective statements of value, underwriting information, and building detail.

B. Brokerage Services

Policy Review and Coverage Verification Services

- a. Provide the District with complete insurance policies (including a declarations page for each coverage) or a binder prior to the expiration of existing coverages. If the binder is initially provided, policies must follow within sixty (60) calendar days.
- b. Review and evaluate new and renewal policies, endorsements, and/or related documents to assure all conform to the requested coverages, services, costs.
- c. Issue Certificates of Insurance and maintain records of certificates issued.
- d. Provide periodic status reports identifying all outstanding insurance issues to include strategies and timelines for resolving those issues.
- e. Prepare an insurance policy register for the District outlining (at a minimum) coverage, carrier, policy number, policy term, limits, deductibles, and premiums.
- f. Reconcile asset schedules and insurance policy schedules.

General Service and Administrative Support

- a. Prefill all insurance applications.
- b. Gather underwriting information from financial reports, online data, loss reports, and physical site inspections (as needed).
- c. Integrate loss control and safety resources available from insurers.
- d. Attend internal meetings and public meetings, as requested.
- e. Provide designated staff to process requests for a District Certificate of Insurance within two business days of request.

Claims and Client Advocacy

- a. Schedule, attend, and spearhead claims review meetings.
- b. Liaise with adjusters, client departments, and third-party administrators (as applicable).
- c. Assist in coverage clarifications with underwriters as needed.
- d. Assist with claim documentation and coverage interpretation to assure the District receives maximum loss recoveries in a timely manner.
- e. Advocate on District's behalf and assist in the resolution of disputes or service concerns with insurance providers.

FEMA Support

- a. Prepare spreadsheets in FEMA format for catastrophes, as requested.
- b. Audit and maintain spreadsheets with claim data, payments, loss estimates and insurance deductibles for each location, as requested.

Renewal Support *(applicable only in the event of a renewal)*

- a. Attend a pre-renewal meeting to discuss current coverages and risk management goals.
- b. Prepare a proposed renewal timeline with key milestones.
- c. Provide renewal proposal for all coverages.

C. Risk Management / Loss Control Assistance *(may be provided by Respondent or insurance provider(s))*

1. Provide, at a minimum, monthly loss run reports and recommendations for improvements to assist with the loss ratio. Loss run reports shall include the following information for each claim: location; claimant's name; date of loss; date claim made; description of loss; amount paid to date; reserve for future payments; deductible applicable (if any).
2. As requested, perform a loss prevention inspection of District properties (no more frequently than once per year) and provide recommendations for improvements.
3. Provide a catalogue of on-demand training for use of District staff in support of the District's risk management program.
4. Upon request, perform a minimum of four (4) hours of loss prevention/safety services per quarter at District facilities. The services must be provided by a person with the appropriate subject matter expertise.
5. Ensure that the Risk Manager and the District's Office of General Counsel are:

- a. Apprised of litigation strategy;
 - b. Informed of appointment of defense counsel and review of associated billing (if applicable); and
 - c. In receipt of copies of all court documents in matters in which the District is a named defendant, and further, that any litigation settlement is approved by the District.
6. Provide an internet-based client service portal for the District to submit claims, review information regarding policies, claims status, and loss runs.
 7. Provide training classes to District staff two sessions per year on Certificates of Insurance (COI) and required certifications/endorsements on COIs for procurement/contract activities. This class will cover a general overview of COIs, potential pitfalls, remedies to typical issues and determine correct structure of requirements based on the District's Risk Matrix for contractor insurance requirements. Training may be offered virtually.
 8. Provided a designated individual that will review District vendor COIs and provide advice to necessary endorsements as maybe needed within two business days of request.
 9. Provide annual review of the District's Risk Matrix for contractor insurance requirements with the Risk Manager to ensure current requirements are reflective of current market environment and proposed activities of the District.
 10. Provide a designated individual to receive and modify all policies for endorsements of new and rented equipment, property, and autos with monthly updates of policies as needed.
 11. Assign a registered nurse case manager to engage with workers compensation claimants who have high value, complex, or long term claims on a monthly basis. The nurse case manager should communicate with claimants regarding treatment plans, future scheduling, and current status of doctor reports to ensure the injured worker is receiving appropriate care.
 12. Acknowledge receipt of claims within two business days of District submittal.
 13. Provide the District's Office of General Counsel with advance notice and right of approval of any assignments to outside legal counsel.
 14. Provide the District's Office of General Counsel with periodic updates on all pending litigation, no less frequently than once per month.

ATTACHMENT B – STANDARD TERMS AND CONDITIONS**1. Compensation and Payment.**

- a. **Broker Commissions, Fees, and Expenses.** Broker shall be compensated solely through commissions on placed coverages. 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 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@sjrwm.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 term of this Agreement shall run concurrently with that of placed coverages, unless terminated earlier.

3. Insurance. Broker shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Broker shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Broker'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. Broker 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 Broker claims an exemption from workers' compensation coverage, Broker 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, Broker 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 contractors, and (4) property in the care, control, or custody of the Broker. Extensions shall be added or exclusions deleted to provide the necessary coverage.
 - c. Automobile Liability. \$500,000 combined single limit.
 - d. Professional Liability (Errors and Omissions) Insurance. \$1,000,000 with a deductible not to exceed \$50,000 per claim. The certificate of insurance shall reference any applicable deductible.
4. **Audit.** Broker 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, Broker must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Broker shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
 5. **Assignment.** Broker 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. Broker 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.
 6. **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.
 7. **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 Broker 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.

- 8. Civil Rights.** Pursuant to chapter 760, Fla. Stat., Broker shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 9. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Broker and any subcontractors 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.
- 10. Indemnity.** Broker 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 Broker, its employees or subcontractors, in the performance of the Work.
- 11. Independent Contractor.** Broker is an independent contractor. Neither Broker nor Broker's employees are employees or agents of the District. Broker controls and directs the means and methods by which the Work is accomplished. Broker 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 Broker, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
- 12. Interest in the Business of Broker; Non-Lobbying.** Broker 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 Broker 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. 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.
- 13. 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 Broker has received compensation 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.
- 14. 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. Broker 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.
- 15. 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.
- 16. Public Records**
- a. Broker 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 Broker 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 Broker, 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, Broker 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. Broker 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. Broker shall keep and maintain public records required by the District to perform the services under this Agreement.
- c. If Broker 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 Broker of the request, and Broker must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Broker fails to provide the public records to the District within a reasonable time, Broker may be subject to penalties under §119.10, Fla. Stat.
 - (2) Upon request from the District's custodian of public records, Broker 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) Broker 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 Broker does not transfer the records to the District.
 - (4) Upon completion of the Agreement, Broker shall transfer, at no cost to the District, all public records in possession of Broker or keep and maintain public records required by the District to perform the services under this Agreement. If Broker transfers all public records to the District upon completion of this Agreement, Broker shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Broker keeps and maintains public records upon completion of the Agreement, Broker 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 BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO BROKER'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

- 17. Safety.** Broker has the sole duty to ensure the safety of its employees. Broker 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. Broker 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.
- 18. Scrutinized Companies.** Broker 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 Broker is found to have submitted a false certification or if the certification proves to be untrue during the terms of the Agreement.
- 19. Employment Eligibility.** Pursuant to §448.095, Fla. Stat., Broker 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 Broker enters into a contract with a subcontractor, the subcontractor must provide Broker with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- 20. 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.
- 21. 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 courtier. Notices via email are deemed delivered on the date transmitted and received.

District

Joseph Lambert
 St. Johns River Water Management District
 2501 South Binion Road
 Apopka, Florida 32703
 Phone: 407-659-4886
 E-mail: jlambert@sjrwmd.com

Broker

To Be Assigned by Successful Respondent

22. Disputes.

- a. During the course of work. In the event any dispute arises during the course of the Work, Broker shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Broker 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. Broker shall proceed with the Work in accordance with said determination. This shall not waive Broker's position regarding the matter in dispute.

- b. **Invoices.** In the event the District rejects an invoice as improper, and Broker declines to modify the invoice, Broker must notify the District in writing within ten days of receipt of notice of rejection that Broker 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 Broker's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.
- 23. Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. Termination of insurance coverages shall be governed by the terms of the applicable policies.
- 24. Waiver.** Except as otherwise provided herein, the failure of Broker 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.
- 25. 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.
- 26. 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.
- 27. 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 C – NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement must be completed and returned to the Procurement Staff named in this solicitation to obtain Exhibits 1, 2, 3, consolidated 4, and 5, which contain confidential and/or exempt information and are exempt from disclosure under Florida's public records laws.

The undersigned is an employee and/or representative and/or agent of _____, whose address is _____ (Company) which intends to submit a proposal in response to the St. Johns River Water Management District (District)'s Request for Proposal for Property, Casualty, Workers' Compensation, and Other Insurance, No. 39460 (Solicitation). In relation to the work contemplated by the Solicitation (Work), the District maintains those certain documents (Documents) listed below.

1. Exhibit 1 – Current Coverages
2. Exhibit 2 – Member Experience Report
3. Exhibit 3 – Cost Schedule Workbook
4. Consolidated Exhibit 4 – Insurance Policies
5. Exhibit 5 – Loss Run

The undersigned, in his or her capacity as an individual and as an employee and/or representative and/or agent of Company seeks to acquire said Documents from the District in order to prepare its response to the Solicitation and signs this Non-Disclosure Agreement is a pre-requisite thereto.

In the course of reviewing the Documents, the undersigned will unavoidably come into contact with certain types of information which are protected from disclosure by Florida law. The undersigned acknowledges his/her familiarity with the applicable protections, including but not limited to his/her obligation to comply with the following:

1. Section 119.0725, Florida Statutes (2023), which that the following records be protected as confidential:
 - a. Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of the District;
 - b. Information relating to critical infrastructure;
 - c. Cybersecurity incident information; and
 - d. Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:
 1. Data or information, whether physical or virtual; or
 2. Information technology resources, which include the District's existing or proposed information technology systems.
2. Section 119.071(3)(a), Florida Statutes (2023), which requires that the following records be protected as confidential:
 - a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
 - b. Threat assessments conducted by or for the District;
 - c. Threat response plans;

- d. Emergency evacuation plans;
 - e. Sheltering arrangements; and
 - f. Manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.
3. Section 119.071(3)(b), Florida Statutes (2023), which requires that the following records be protected as exempt from public disclosure:
- a. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the District.
 - b. Said information may be disclosed to Company as part of its duties and responsibilities, and all persons in receipt of such information shall maintain its exempt status.
4. Section 768.28(16), Florida Statutes (2023), which requires that claims files maintained by any risk management program administered by the District be protected as confidential and exempt from public disclosure until termination of all litigation and settlement of all claims arising out of the same incident, although portions of the claims files may remain exempt, as otherwise provided by law.

The undersigned (1) affirms he/she has undertaken to be familiar with the laws of Florida impacting the contemplated Work; (2) acknowledges that he/she may be subjected to penalties for violating Florida law in relation to Company’s acquiring, possessing and reviewing the Documents; (3) will not disclose the Documents outside Company unless said recipient is a proposed subcontractor or subconsultant for the Work and until said recipient executes a similar Confidentiality Agreement that it will hold same confidential; and (4) understands the restrictions outlined above. In consideration for the use of the Documents in the preparation of its response, the undersigned, on behalf of him/herself and Company, agrees to abide by the terms of this Agreement.

Company: _____

Name: _____

Print Name of Individual	Print Title/Role

Signature: _____

Signature of Individual	Date

ATTACHMENT D — SECTIONS 373.1395 AND 373.443, FLA. STAT.

373.1395 Limitation on liability of water management district with respect to areas made available to the public for recreational purposes without charge.

(1) The purpose of this section is to encourage water management districts to make available land, water areas, and park areas to the public for outdoor recreational purposes by limiting their liability to persons going thereon and to third persons who may be damaged by the acts or omissions of persons going thereon.

(2) Except as provided in subsection (6), a water management district that provides the public with a park area or other land or water area for outdoor recreational purposes, or allows access over or the use of district or other lands or water areas for recreational purposes, owes no duty of care to keep that park area, district or other lands, or water areas safe for entry or use by others or to give warning to persons entering or going on that park area, district or other lands, or water areas of any hazardous conditions, structures, or activities thereon. A water management district that provides the public with a park area, district or other lands, or water areas for outdoor recreational purposes, or that allows access over or the use of a park area, district or other lands, or water areas, does not, by providing that park area, district or other lands, or water areas or by allowing access over or the use of that park area, district or other lands, or water areas, extend any assurance that such park area, district or other lands, or water areas are safe for any purpose, does not incur any duty of care toward a person who goes on that park area, district or other lands, or water areas, and is not responsible for any injury to persons or property caused by an act or omission of a person who goes on that park area, district or other lands, or water areas. This subsection does not apply if there is any charge made or usually made for entering or using the park area, district or other lands, or water areas, or if any commercial or other activity from which profit is derived from the patronage of the public, excluding the temporary sale of food, beverages, plants, or tee shirts at temporary special events or nonprofit organizational activities associated with temporary special events, is conducted on such park area, district or other lands, or water areas or any part thereof.

(3)(a) This section applies to any park area, district or other lands, or water areas whether the person goes on as an invitee, licensee, or trespasser or otherwise.

(b) The protections, immunities, and limitations of liability provided in this section to water management districts apply regardless of whether any claimant or person was engaged in an outdoor recreational purpose at the time of an accident or occurrence and applies to park areas, district or other lands, and water areas actually used by the public for recreational activities regardless of whether the park area, district or other lands, or water areas were made available to the public at the time of the accident or occurrence.

(4)(a) Except as provided in subsection (6), a water management district that leases any land or water area to the state for outdoor recreational purposes, or for access to outdoor recreational purposes, owes no duty of care to keep that land or water area safe for entry or use by others or to give warning to persons entering or going on that land or water of any hazardous conditions, structures, or activities thereon. A water management district that leases a land or water area to the state for outdoor recreational purposes does not, by giving such lease, extend any assurance that such land or water area is safe for any purpose, incur any duty of care toward a person who goes on the leased land or water area, and is not responsible for any injury to persons or property caused by an act or omission of a person who goes on the leased land or water area.

(b) This subsection applies to any person going on the leased land or water area whether the person goes as an invitee, licensee, trespasser, or otherwise.

(5) If a water management district has secured an easement or other right that is being used for the purpose of providing access through private land to lands or water areas that the water management district provides or makes available to the public for outdoor recreational purposes, the owner of the private land is covered by the liability protection provided in s. 375.251 with regard to the use of such easement by the general public or by employees and agents of the water management district or other regulatory agencies.

(6) This section does not relieve any water management district of any liability that would otherwise exist for gross negligence or a deliberate, willful, or malicious injury to a person or property. This section does not create or increase the liability of any water management district or person beyond that which is authorized by s. 768.28.

(7) As used in this section, the term:

(a) “Outdoor recreational purposes” includes activities such as, but not limited to, horseback riding, hunting, fishing, bicycling, swimming, boating, camping, picnicking, hiking, pleasure driving, nature study, water skiing, motorcycling, and visiting historical, archaeological, scenic, or scientific sites.

(b) “Park area, district or other lands, or water areas” includes, but is not limited to, all park areas, district or other land, right of ways, and water areas that the water management district controls, possesses, or maintains, or in which the water management district has a property or other interest, whether in fee simple, easement, leasehold, contract, memorandum of understanding, or otherwise.

History.—s. 12, ch. 92-288; s. 1, ch. 94-144; s. 7, ch. 94-240; s. 1007, ch. 95-148; s. 1, ch. 2009-201.

373.443 Immunity from liability.

No action shall be brought against the state or district, or any agents or employees of the state or district, for the recovery of damages caused by the partial or total failure of any stormwater management system, dam, impoundment, reservoir, appurtenant work, or works upon the ground that the state or district is liable by virtue of any of the following:

- (1) Approval of the permit for construction or alteration.
- (2) The issuance or enforcement of any order relative to maintenance or operation.
- (3) Control or regulation of stormwater management systems, dams, impoundments, reservoirs, appurtenant work, or works regulated under this chapter.
- (4) Measures taken to protect against failure during emergency.

History.—s. 13, part IV, ch. 72-299; s. 23, ch. 89-279.

ATTACHMENT E – EXPOSURE WORKBOOK

(Refer to separate Excel file)

ATTACHMENT F — EVALUATION QUESTIONNAIRE

(Refer to separate Excel file)

EXHIBIT 1 — CURRENT COVERAGES

(Separate PDF file)

Only available through an emailed request to the named Procurement Staff accompanied by a fully executed Confidentiality Agreement

EXHIBIT 2 — MEMBER EXPERIENCE REPORT

(Separate Excel file)

Only available through an emailed request to the named Procurement Staff accompanied by a fully executed Confidentiality Agreement

EXHIBIT 3 – COST SCHEDULE WORKBOOK

(Separate Excel file)

Only available through an emailed request to the named Procurement Staff accompanied by a fully executed Confidentiality Agreement

CONSOLIDATED EXHIBIT 4 – INSURANCE POLICIES

EXHIBIT 4A – PACKAGE INSURANCE POLICY (PROPERTY AND INLAND MARINE, GENERAL LIABILITY, PUBLIC OFFICIAL / EMPLOYMENT PRACTICES LIABILITY, CYBER COVERAGE, AUTOMOBILE LIABILITY / PHYSICAL DAMAGE)

EXHIBIT 4B – FIDUCIARY LIABILITY POLICY

EXHIBIT 4C – WORKERS COMPENSATION POLICY

EXHIBIT 4D – POLLUTION LIABILITY POLICY

EXHIBIT 4E – CRIME POLICY

EXHIBIT 4F – STORAGE TANK LIABILITY

EXHIBIT 4G – AVIATION LIABILITY (DRONE UNMANNED AIRCRAFT)

(Separate PDF files)

Only available through an emailed request to the named Procurement Staff accompanied by a fully executed Confidentiality Agreement

EXHIBIT 5 – LOSS RUN

(Separate Excel file)

Only available through an emailed request to the named Procurement Staff accompanied by a fully executed Confidentiality Agreement