

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
PROPERTY, LIABILITY, WORKERS COMPENSATION AND OTHER REQUIRED  
INSURANCE COVERAGE  
INVITATION FOR BID 35690**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by 2:00 p.m., July 15, 2020. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Wendy Cox, Procurement Director, at 386-329-4118 or [wcox@sjrwmd.com](mailto:wcox@sjrwmd.com). Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

Pursuant to the State of Florida Office of the Governor, Executive Order 20-52 (Emergency Management – COVID-19 Public Health Emergency) and the St. Johns River Water Management District Order 2020-05 (SJRWMD F.O.R. No. 2020-10) (Emergency Authorization For Continuity of Operations, Procurement, and Certain Other Measures Made Necessary By COVID-19), public meetings that are a part of District solicitations will be conducted by electronic means (webinar or telephone) during the terms of these orders. These meetings include, but are not limited to, solicitation openings, meetings for evaluation committees, presentations, negotiations, and pre-bid/pre-proposal meetings. For this solicitation, interested respondents may participate in these meetings via teleconference by calling 888-585-9008 (if unavailable, call 657-220-3242) and entering the conference room number 850427670#.

Through this solicitation, the District is seeking bids from qualified insurance agents and providers for property, liability, workers’ compensation and related coverages. The District intends to select one insurance provider to deliver the insurance coverages described herein. The objective of the District is to secure an insurance provider to protect the District’s interests by limiting its risk.

The estimated budget for the first term of this contract is \$625,385. The budgets for the future terms (fiscal year periods) are not available at this time. The first term of this contract will be from October 1, 2020, through September 30, 2021. The contract may be renewed for two additional 12-month periods.

Special accommodations for disabilities may be requested through Wendy Cox, Procurement Director, at 386-329-4118 or by calling (800) 955-8771 (TTY), at least five business days before the date needed. Special accommodations for disabilities may be requested through 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 St. Johns River Water Management District (the “District”) is requesting bids for the following property/casualty lines of insurance: Property; Crime; Fiduciary Liability; Pollution Liability; Storage Tank; Drone; Public Official Liability/Employment Practices Liability; Automobile Liability; General Liability; and Workers’ Compensation Coverage (“Bids”). Insurance is to be effective October 1, 2020.

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 700,000 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. The District currently has 536 full-time equivalent positions (497 current; 39 vacancies) working primarily out of three owned facilities, which include the headquarters facility in Palatka, an operations facility in Moss Bluff, and a service center in Palm Bay, as well as two leased service centers in Jacksonville and Maitland. District staff work from service centers in Palatka, Jacksonville, Maitland and Palm Bay, and are tasked with preserving and managing Florida’s precious water resources.

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. The provisions from chapter 373 are summarized below but have been attached as Attachment C, in their respective entirety. The District also relies on its insurance carrier for loss control services.

- A. Section 373.1395, Fla. Stat. This statute stipulates that so long as a fee is not collected in exchange for admission onto District property designated for recreation, no standard of care is owed whatsoever to those that enter the property. This encompasses much of the District’s exposure to claims for bodily injury that one might initially assume to exist under its purview. In addition to the limited traffic moving through the recreational and rehabilitation areas, the exposure to bodily injury is mitigated substantially by this provision. Furthermore, bodily injury and property damage losses sustained outside of the recreational areas are still subject to sovereign immunity protections under §768.28.
- B. Section 373.443, Fla. Stat. This statute provides complete immunity to the District with regard to bodily injury or property damage claims arising out of operation and/or failure of a water control structure, including during emergency action.

The majority of the District’s current insurance coverage is written through a pooled mechanism, Preferred Governmental Insurance Trust (“PGIT”), while other lines (crime, fiduciary, pollution, drone and storage tanks) are placed individually with excess and surplus carriers. Public Risk Insurance Agency (“PRIA”) is the placing agent for all coverage. PGIT is a Florida local governmental insurance fund established pursuant to §624.4622, Fla. Stat., and as such, is not subject to rating by AM Best. Preferred Governmental Claims Services (“PGCS”) is the claims handling division of PGIT. Claims are reported directly to PRIA/PGIT/PGCS for servicing. Requested coverage amounts specified in this IFB reflect the way that coverage is currently written.

Respondents should indicate the carrier's most favorable terms of premium payment for all policies proposed.

Total blanket building and business personal property values are approximately \$51,596,362.

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. The District nor any of its 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.

Respondents are encouraged to visit [sjrwmd.com](http://sjrwmd.com) for additional information such as financials, the District's strategic plan, and consolidated annual report.

## **2. UNINTENTIONAL OMISSION OF EXPOSURE**

In accord with the above paragraph, all due care and diligence have been exercised in preparing these specifications; however, in the event an exposure has been unintentionally omitted, the submitting carrier must include an endorsement protecting the District from denial of coverage in the event of a loss to that omitted item. This endorsement must 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.

## **3. NAMED INSURED**

St. Johns River Water Management District shall be the named insured of the accepted policies. However, the named insured should be endorsed to cover elected officials; members of councils; boards; commissions; authorities or agencies; etc. and employees and volunteers of the District.

## **4. POLICY/CONTRACT FORMAT**

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.

## **5. COVERAGE TERMS**

The effective date of the proposed coverage will be October 1, 2020, except for Storage Tank Liability, which renews January 1, 2021 and the Drone Liability, which renews May 11, 2021. Rates must be guaranteed for a minimum of 12 months. Subsequent renewal terms of this contract will be based upon satisfactory service along with acceptability of cost and financial stability of the carrier. Any rate increase or intent to terminate coverage must be preceded by a minimum 90-day notice to the District. This Agreement/Solicitation may be renewed for two additional 12-month terms by the mutual and written consent of each party.

## **6. NON-WAIVER OF SOVEREIGN IMMUNITY**

In accord with §768.28, Fla. Stat., which preserves the District's sovereign immunity, insurers shall not be permitted to endorse policies to waive the District's sovereign immunity above \$200,000 per claim or judgment/\$300,000 per incident or occurrence.

## **7. CONFLICT OF INTEREST STATEMENT**

Respondents shall abide by chapter 112, Fla. Stat., and disclose within their Bid 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.

**8. BID DOCUMENTS**

The Bid documents give the description of the services to be done hereunder; the services for which Bids are invited; and the time frames for performance (hereafter collectively referred to as the “Work”). Also included are the date, time, and place for the receipt and opening of Bids.

**9. CONTRACT ADMINISTRATION**

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Wendy Cox, Procurement Director  
Phone: 386-329-4118  
Fax: 386-329-4546  
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 employee listed above. Violation of this provision is grounds for rejecting a response.

**10. WHERE TO DELIVER BID**

The Bid must be submitted in a sealed envelope to:

Wendy Cox, Procurement Director  
Attn: Office of Financial Services  
St. Johns River Water Management District  
4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN  
Respondent’s Name: \_\_\_\_\_  
Invitation for Bid: 35690  
Opening Time: 2:00 p.m.  
Opening Date: July 15, 2020

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.

**11. OPENING OF BIDS**

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

2:00 p.m., July 15, 2020  
St. Johns River Water Management District Headquarters  
4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids 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 Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid 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 Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

## **12. INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING.**

Respondent 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 Respondent to be conducted under this Solicitation, and that no such person shall have any such interest at any time during the term of this Solicitation. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Solicitation shall not be used to lobby the Florida Legislature or any other state agency.

**13. AUDIT; ACCESS TO RECORDS.** Consultant must preserve its books and other records involving transactions related to this Solicitation and provide the 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, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

## **14. PUBLIC RECORDS**

- (a) The Successful Respondent 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 Successful Respondent 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 Successful Respondent, 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, Successful Respondent 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) Successful Respondent shall comply with Florida Public Records law under chapter 119, Fla. Stat. Records made or received in conjunction with this Solicitation are public records under Florida law, as defined in §119.011(12), Fla. Stat. Successful Respondent shall keep and maintain public records required by the District to perform the services under this Solicitation.
- (c) If Successful Respondent 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:
  - i. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Solicitation for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify Successful Respondent of the request, and Successful Respondent must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Successful Respondent fails to provide the public records to the District within a reasonable time, Successful Respondent may be subject to penalties under §119.10, Fla. Stat.
  - ii. Upon request from the District's custodian of public records, Successful Respondent 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.

- iii. Successful Respondent shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Policies term and following completion of the Policies if Successful Respondent does not transfer the records to the District.
- iv. Upon completion of the Policies, Successful Respondent shall transfer, at no cost to District, all public records in possession of Successful Respondent or keep and maintain public records required by the District to perform the services under this Solicitation. If Successful Respondent transfers all public records to the District upon completion of the Policies, Successful Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Successful Respondent keeps and maintains public records upon completion of the Policies, Successful Respondent 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 systems of the District.

**(d) IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE SUCCESSFUL RESPONDENT'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  
(386) 329-4127  
[sbertram@sjrwmd.com](mailto:sbertram@sjrwmd.com)**

**15. PREPARATION AND ORGANIZATION OF BID DOCUMENTS**

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

**TAB/SECTION 1: RESPONDENT BACKGROUND:**

The following information below shall be included with the Bid under Tab/Section 1. Failure to include this information with the bid may deem the Respondent as non-responsive.

- a. **Executive Summary**: Submit a brief abstract, of approximately three pages, stating the Respondent's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of IFB.
- b. **Statement of Regulatory Action**: Provide a statement of any litigation or regulatory action that has been filed or is pending against Respondent's firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against Respondent's firm(s), provide a statement to that effect. For joint venture or team Respondents, submit the requested information for each member of the joint venture or team.



- c. **Agency/Brokerage Description:** Provide a brief description of the agency/company, its services, and its overall qualifications. Information provided in this section should include, but not be limited to: number of years providing similar services, number of employees, and approximate number of clients. For national or multi-office locations, provide information on both a firm-wide basis as well as the office from which the account will be serviced.
- d. **Staffing:** Identify the proposed account executive and any other staff who will provide regular services to the District in providing the insurance broker/agent services described herein. For each person identified, include information indicating the length of time with the agency/company, length of service in insurance or risk management, approximate number of clients served, any professional/associate designations, ability to sustain the potential loss of key personnel and still adequately meet the terms of the contract.
- e. **Loss Control Capabilities:** Please fully describe the agency/company's ability to provide loss control services to the District and describe experience in providing such services to other public entities. As previously mentioned, the District relies upon agent/carrier loss control services.

**TAB/SECTION 2: RESPONDENT QUALIFICATIONS AND CLIENT REFERENCES:**

Complete the forms (RESPONDENT QUALIFICATIONS and SIMILAR PROJECTS/CLIENT REFERENCES) on the following pages under this tab/section.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any 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 Solicitation and complete the Work in a manner acceptable to the District within the time period specified.

## RESPONDENT QUALIFICATIONS

Include this form in the response under Tab/Section 2

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

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

Respondent's tax identification No.: \_\_\_\_\_

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

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

- 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 Bid and place under this tab/section***).
- Respondent's carriers must be licensed to conduct business in the State of Florida. Carriers should be of acceptable financial strength as rated by Best's Guide or other rating service as stated under Section B — Respondent's Experience/Qualifications. Self-insurance funds (SIFs) are acceptable, but bids for such must be accompanied by the SIFs most recent financial statement.
- Respondent must have been in business for a minimum of ten consecutive years immediately prior to the date of the Bid opening and shall be currently legal to perform services within the State of Florida. Provide the number of years Respondent has been engaged in business under the present firm or trade name: \_\_\_\_\_
- Respondent must include information that demonstrates their experience in providing services similar to the insurance services requested herein to other public entity clients similar in size and scope as the District, including TIV, premiums, broker compensation amounts and any other relevant information, for at least five consecutive years within the ten years immediately prior to the Bid Opening date. 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.
- Stability: The Insurance Underwriters, except for self-insurance funds (SIFs), must possess at least one of the minimum ratings specified below, prior to the Bid Opening date, from one of the firms issuing that specific minimum rating (***Submit with Bid under this tab/section***):

<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	BBBq
Weiss Ratings, Inc.	C-

Note: Bids for SIFs must be accompanied by the SIFs most recent financial statement.

SIMILAR PROJECTS/CLIENT REFERENCES

Include this form in the response under Tab/Section 2

**Completed Project 1:**

Agency/company: \_\_\_\_\_

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

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

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

Types of insurance policies and services provided: \_\_\_\_\_

\_\_\_\_\_

Annual value of premiums: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

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

**Completed Project 2:**

Agency/company: \_\_\_\_\_

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

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

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

Types of insurance policies and services provided: \_\_\_\_\_

\_\_\_\_\_

Annual value of premiums: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

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

**Completed Project 3:**

Agency/company: \_\_\_\_\_

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

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

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

Types of insurance policies and services provided: \_\_\_\_\_

\_\_\_\_\_

Annual value of premiums: \_\_\_\_\_

Start date: \_\_\_\_\_  
(month/year)

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

### **TAB/SECTION 3: RESPONDENT FORMS AND QUESTIONNAIRES:**

Respondents must submit the following fully completed/executed documents on reproduced copies of the attached forms provided in FORMS:

- a.  Bid Form
- b.  Cost Schedule
- c.  Bid Summary/Questionnaire Form – Excel spreadsheet (Attachment B)
- d.  Certificate as to Corporation
- e.  Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- f.  Qualifications – General
- g.  Qualifications – Similar Projects
- h.  Drug-Free Workplace Form (not required unless there is a tie bid)

### **ADDITIONAL INFORMATION TO RESPONDENTS REGARDING PREPARATION AND ORGANIZATION OF RESPONSE:**

1. **PAYMENT OF POLICY PREMIUM:** Respondent shall include payment terms/options and their most favorable plans in the Bid package. Unless the Bid states otherwise, the first payment shall not be due until delivery of a policy or a contract conforming to the Bid offered is accepted by the District.

The Respondent's Bid shall clearly state which, if any, coverage premiums are adjustable (based on audit of exposures after the policy year is complete).

2. Respondents must submit the original bid package in the electronic form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, 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 bid.
3. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:  
Bid: IFB # Respondent's name (abbreviated) Due Date  
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Item 11 for sealed bids. **DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
7. Please do **NOT** password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

**If you need assistance or have any questions about the format, please call or email Wendy Cox at 386-329-4118 or wcox@sjrwmd.com.**

## **16. 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 Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid 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 Bids in order to be considered. Requests may be submitted by fax at 386-329-4546 or by email at wcox@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids 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 Bid, as submitted. All addenda become part of the Solicitation.

## **17. BUDGET**

The estimated budget for the Work is \$625,385.00. The above 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 Bids 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.

## **18. BID GUARANTY**

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

## **19. 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 Bid a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

## **20. SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the

Bid, an authorized officer or agent must sign the Bid, 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 Bid or in substantial performance of the Work have been identified in the Bid forms.

## **21. DISQUALIFICATION OF RESPONDENTS**

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

- 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 Bid 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 Bid;
- 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;
- 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.

## **22. REJECTION OF BID**

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids 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 Bid 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 Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the solicitation.

## **23. WITHDRAWAL OF BIDS**

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

## **24. AWARDING THE SOLICITATION**

- a. The Solicitation will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost (Total Annual Premium for All Coverages) who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Solicitation (the

“Successful Respondent”). The Solicitation may be modified based on the District’s acceptance of any alternatives listed in the bid that the District deems in its best interest.

- 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 bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation 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 bids.
- d. If two or more bids are equal in all respects, the Solicitation 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.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. The District reserves the right to award the Solicitation to the next lowest available bidder in the event the Successful Respondent fails to enter into the Policies, or the Policies with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Solicitation. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

## **25. EXECUTION OF SOLICITATION/POLICIES**

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

Unless all Bids are rejected, Successful Respondent must provide the following documents to the District by no later than September 15, 2020:

- 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, 2020
- 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.

## **26. 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 Works 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 Bid. 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.

## **27. 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 Consultant 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.

## **28. CIVIL RIGHTS**

Pursuant to chapter 760, Fla. Stat., the Successful Respondent(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

## **29. DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime 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.



### **30. FLORIDA SALES TAX**

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

### **31. 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.

### **32. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.**

This Solicitation shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against 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 Solicitation: (1) venue for any state or federal legal proceedings shall be 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.

### **33. COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.**

Consultant 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.

### **34. SCRUTINIZED COMPANIES**

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Solicitation/Policies at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Policies.

### **35. 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* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. 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 deemed received.

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

### **36. 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 receipt of the solicitation documents or addenda.

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 Notice of Protest within 72 hours after receipt 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 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. 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**  
**BID FORM**

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid 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 bid ; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid 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, and that no such person shall have any such interest at any time during the term of the Policies, 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 bid 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 bid is accepted, Respondent shall contract with the District and shall furnish everything necessary to complete the Work in accordance with the time for completion 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 \_\_\_\_\_  
Fax number

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 pm, July 15, 2020

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Property, Liability, Workers Compensation and Other Required Insurance Coverage (Invitation for Bids 35690), the undersigned proposes to perform the Work for the annual premiums contained in the following schedule (fill in all blanks).

Respondent **must** propose premiums on all coverages and provide a premium breakdown for each line of coverage. **Respondent must complete the Excel spreadsheet titled “ATTACHMENT B - Bid Summary/Questionnaire Form” (include in the RESPONDENT FORMS section/tab).** This spreadsheet provides a complete breakdown of Respondent’s annual premiums, as well as other applicable information.

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

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Annual Premium for All Coverages.

**ANNUAL PREMIUM SUMMARY**

Annual Premium for Property (incl. Inland Marine, EDP, Equip. Breakdown)	\$ _____
Annual Premium for Crime	\$ _____
Annual Premium for Fiduciary Liability	\$ _____
Annual Premium for Pollution Liability	\$ _____
Annual Premium for Storage Tank Liability	\$ _____
Annual Public Official Liability/Employment Practices Liability	\$ _____
Annual Premium for Automobile Liability	\$ _____
Annual Premium for General Liability	\$ _____
Annual Premium for Drone Liability	\$ _____
Annual Premium for Workers’ Compensation	\$ _____
<b>TOTAL ANNUAL PREMIUM FOR ALL COVERAGES</b>	<b>\$ _____</b>

COST SCHEDULE for IFB 35690 (CONTINUED)

Include this form in the response

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Fax number

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Invitation for Bids 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 bid 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

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 bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

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 bid in connection with the Solicitation for which the attached bid 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 bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid 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 bid 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 bid, 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)

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

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 require 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  
INVITATION FOR BIDS 35690

Your reasons for not responding to this Invitation for Bids 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 bids. 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 \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**ATTACHMENT A — LIABILITY COVERAGES**

**1. PROPERTY COVERAGE**

**A. INSURED PERILS**

Respondents are directed to base their proposed premiums on the “special form” (all-risk), including theft and sinkhole perils. Currently, windstorm coverage is included and ideally, should be included in the proposed property policy. Flood coverage is currently provided as a sublimit to the PGIT policy. Please note that the District does not carry property coverage on any equipment valued at less than \$97,000.

**B. COVERAGE REQUIREMENTS**

SPECIAL FORM	BLANKET COVERAGE
REPLACEMENT COST	COINSURANCE WAIVED
AGREED AMOUNT	\$10,000 AOP DEDUCTIBLE
THREE PERCENT (3%) TOTAL INSURED VALUE PER OCCURRENCE/LOCATION NAMED STORM SUBJECT TO \$25,000 MINIMUM PER OCCURRENCE	
WAIVER OF REQUIREMENT TO REBUILD	

**Coverage Limits:**

<b>Total Insured Value (Building, Contents)</b>	\$ 51,596,362
Business Income	\$ 500,000
Additional Expense	\$ 1,440,000
<b>Inland Marine Limits</b>	
Communications Equipment	\$ 0
Contractor’s Mobile Equipment	\$ 4,646,825
Electronic Data Processing	\$ 0
Emergency Services Portable Equipment	\$ 0
Other Inland Marine	\$ 0
Rented, Borrowed, Leased Equipment	\$ 0
Valuable Papers	\$ 250,000
Watercraft	\$ 0
<b>Flood Sub-Limit</b>	\$ 1,000,000
Deductible	\$ 10,000, except Zones A/V
<b>Coverage Extensions</b>	
Accounts Receivable	\$ 250,000
Animals	\$ 0 any one animal
	\$ 5,000 aggregate
Buildings Under Construction	If shown on SOV
Debris Removal Expense	\$ 250,000
Demolition Cost, Operation of Building Laws,	\$ 1,000,000

and Increased Cost of Construction	
Duty to Defend	Included
Errors and Omissions	\$ 735,000
Expediting Expenses	\$ 5,000
Fire Department Charges	\$ 25,000
Fungus Cleanup Expense	\$ 10,000 per occurrence
	\$ 20,000 aggregate
Lawns, Plants, Trees, and Shrubs	\$ 25,000
New Locations	\$ 2,000,000 for 60 days
Personal Property of Employees	\$ 25,000 any one employee
	\$ 50,000 per occurrence
Pollution Cleanup Expense	\$ 25,000 per occurrence
	\$ 50,000 aggregate
Professional Fees	\$ 10,000
Recertification	\$ 10,000
Service Interruption Coverage	\$ 100,000
Transit	\$ 250,000
Preservation of Property Coverage	\$ 250,000

**Boiler & Machinery (Equipment Breakdown)**

Combined Limit	\$ 50,000,000
Property Damage/Business Interruption/Extra Expense	Included
Water Damage	\$ 500,000
Ammonia Contamination	\$ 500,000
Hazardous Substance Coverage	\$ 500,000
Utility Interruption (24-hour waiting period)	\$ 2,000,000
Spoilage Damage	\$ 250,000
Ordinance/Law	\$ 500,000
Expediting Expense	\$ 1,000,000
Combined Deductible	\$ 10,000

**C. ENDORSEMENTS**

Respondents are to include copies of endorsements applicable to any property coverage proposed for the District’s consideration.

**2. DETAILED LISTING OF COVERED LOCATIONS**

[SEE EXHIBIT 1 — PROPERTY SCHEDULE \(Excel file\)](#)

[SEE EXHIBIT 2 — INLAND MARINE SCHEDULE \(Excel file\)](#)

**3. CRIME COVERAGE**

**A. COVERAGE REQUIREMENTS**

<b>Coverage Limits:</b>	<b>Limit:</b>	<b>Deductible:</b>
Employee Theft – Per Loss	\$ 1,000,000	\$ 15,000
Forgery or Alteration	\$ 100,000	\$ 2,500
Theft of Money, Securities – Inside Premises	\$ 250,000	\$ 2,500
Computer Fraud	\$ 1,000,000	\$ 15,000
Funds Transfer Fraud	\$ 1,000,000	\$ 15,000
Money Orders, Counterfeit Paper Currency	\$ 1,000,000	\$ 15,000

Claim Expense	\$ 5,000	\$ 0
Faithful Performance	\$ 1,000,000	\$ 15,000

**B. RATING INFORMATION**

Total Number of Employees: .....536 (497 current; 39 vacancies)  
 Class 1 Employees:  
     Officers ..... 12  
     Supervisors/Bookkeepers/Cashiers ..... 26  
     All Others ..... 9

**C. CRIME SUPPLEMENTAL QUESTIONS**

- 1) Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on prospective ratable employees? YES
- 2) How frequently are audits performed? ANNUALLY
- 3) Who performs the audit?
  - a. Outside audits are done by an independent firm, currently James Moore & Co. Internal audits, when required, are conducted by the Office of the Inspector General who answers directly to the District’s Governing Board.

NOTE: Every three years, the Florida Auditor General conducts an operational audit.

- 4) Is countersignature of checks required? YES
- 5) Are your bank accounts reconciled by someone not authorized to deposit or withdraw? YES
- 6) Frequency of electronic funds transfers? 5-7 PER WEEK
- 7) Largest potential transfer amount? \$15,000,000, FOR LAND PURCHASE (VERIFY)
- 8) Are all transfers completed in accordance with written protocol? YES
- 9) Are secure courier services used to transfer cash? YES
- 10) Are funds securely stored by day in vaults/safes/other? YES

**4. FIDUCIARY LIABILITY**

**A. PENSION FUND FIDUCIARY LIABILITY**

The District maintains both 457(b) and 401(a) retirement plans for which liability coverage is sought.

**Coverage Limits**

Fiduciary Liability	\$ 1,000,000 policy limit
Deductible	\$ 5,000

**B. CLAIMS MADE VS. OCCURRENCE**

Occurrence policies are preferred; however, if claims made coverage is offered, both prior acts and tail coverage must be included.

**5. POLLUTION LIABILITY**

**A. STORAGE TANK LIABILITY**

Coverage is sought for potential liability in connection with the District’s petroleum storage tanks. Currently the District has eight above-ground storage tanks at five different locations, and no underground tanks.

**Respondents should note that the current Storage Tank Liability policy has renewal date of January 1, 2021, and coverage should be proposed accordingly.**

**Coverage Limits**

Storage Tank Liability	\$ 1,000,000 per occurrence
	\$ 2,000,000 aggregate
Deductible	\$ 5,000

**B. CONTRACTOR’S POLLUTION LIABILITY**

The District carries a separate pollution liability policy that covers for liabilities arising out of its land management operations, including aquatic weed control and prescribed burns.

**Coverage Limits**

Pollution Liability	\$ 1,000,000 per occurrence
	\$ 2,000,000 aggregate
Claims Expense Limit	\$ 1,000,000 per occurrence
	\$ 2,000,000 aggregate
Deductible	\$ 5,000
Retro Date	2/11/98

**C. CLAIMS MADE VS. OCCURRENCE**

Occurrence policies are preferred; however, if claims made coverage is offered, both prior acts and tail coverage must be included.

**6. PUBLIC OFFICIAL LIABILITY/EMPLOYMENT PRACTICES LIABILITY**

**A. COVERAGE REQUIREMENTS**

The District seeks the broadest coverage form available for both public official and employment practice exposures.

**Coverage Limits**

Public Official Liability	\$ 7,000,000 per claim
	\$ 7,000,000 aggregate
Deductible	\$ 0
Employment Practices Liability	\$ 7,000,000 per claim
	\$ 7,000,000 aggregate
Deductible	\$ 10,000

**B. MEDIA CONTENT, SERVICES, NETWORK SECURITY & PRIVACY LIABILITY**

Media content, services, network security and privacy liability coverage are sought by the District to cover its potential exposures arising out of electronic data accumulated and stored on District electronic media. The coverage is currently written under the PGIT POL/EPL form.

**Coverage Limits**

Media content, services, network security and privacy	\$ 2,000,000 per claim
	\$ 2,000,000 Aggregate for all Notification Costs
	\$ 2,000,000 Aggregate for all Regulatory Fines and Expenses
Deductible	\$ 10,000
Retro Date	10/1/11

**C. ENDORSEMENTS/**

Respondents are to include copies of endorsements applicable to any of the above coverage. Enhanced employment liability is required (or other similar endorsement that deletes the exclusion for mental anguish, shock, humiliation, and injury to personal or business reputation).

**D. CLAIMS MADE VS. OCCURRENCE**

Occurrence policies are preferred; however, if claims made coverage is being offered, please indicate availability of both prior acts and tail coverage.

**E. RATING INFORMATION**

Employees .....	536 (497 current; 39 vacancies)
Officers.....	12

Please visit [sjrwmd.com](http://sjrwmd.com) for District financial information.

**F. PUBLIC OFFICIAL LIABILITY/EMPLOYMENT PRACTICES LIABILITY SUPPLEMENTAL QUESTIONS**

- 1) Has your POL/EPLI coverage ever been cancelled or non-renewed? NO
- 2) Do officials receive training with respect to “open meetings” and hearing regulations? YES
- 3) Is there a written master plan for development? YES
- 4) Is there a formal process for application and approval of permits and licenses? YES
- 5) Is there a formal written policy prohibiting elected officials and/or board members from sitting on decision in which they may have a conflict of interest? YES
- 6) In the past five years have there been any disputes or claims involving a wrongful “taking”, zoning variance, or land use right? YES

- 7) Has there been a layoff of employees or reduction in service in the last three years? NO
- 8) Over the last five years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, treatment, or termination of employment? YES
- 9) Does any official or employee have any knowledge of any fact, circumstance, or situation which might reasonably be expected to give rise to a claim against them or against the entity? NO
- 10) ) Do supervisors receive training in the proper implementation of your policies and procedures? YES
- 11) Do you have a written employment manual including all personnel policies and procedures? YES
- 12) Is this manual reviewed by counsel experienced and qualified in employment law? YES
- 13) Is this manual distributed to all employees upon hiring? YES
- 14) Do you have a written policy with respect to both sexual and non-sexual harassment? YES
- 15) Do you follow a formal written procedure for employee disputes/complaints? YES
- 16) Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension? YES
- 17) Are all probationary or disciplinary actions recorded in writing and signed by the employee? YES
- 18) Are you an Equal Opportunity Employer? YES
- 19) Have job descriptions been drafted for regular full-time positions? YES

**7. AUTOMOBILE LIABILITY**

**A. COVERAGE REQUIREMENTS**

Coverage is to be written for ‘any auto,’ including hired/non-owned exposures. There is no deductible. All vehicles are maintained according to internal District schedules and fuel efficiency systems. All vehicles are owned by the District. Physical damage coverage is not carried and is not being requested at this time.

**Coverage Limits**

Auto Liability	\$ 2,000,000 combined single limit
PIP Statutory Limit	\$ 10,000
Deductible	\$ 0

**B. RATING INFORMATION**

**Rating Basis:**

Private Passenger (cars and SUVs) .....	47
Light Trucks (less than one ton).....	116
Medium Trucks (one ton to two tons) .....	31

Heavy Trucks .....	20
Fire Trucks .....	2
Trailers.....	104

**C. AUTOMOBILE LIABILITY SUPPLEMENTAL:**

- 1) Automobile liability territory? WITHIN 250 MILES
- 2) Hired and non-owned liability? YES
- 3) Automobile liability medical payment limit? NO
- 4) Uninsured/underinsured motorist limit? NO
- 5) Are safety inspection records maintained? YES
- 6) Do you own any 15 passenger vans with model year 2006 or older? NO

**8. DETAILED LISTING OF COVERED VEHICLES**

**SEE EXHIBIT 3 — AUTOMOBILE SCHEDULE (Excel file)**

**9. GENERAL LIABILITY**

**A. COVERAGE REQUIREMENTS**

General Liability coverage should include, but not be limited to:

- XCU coverage not excluded
- Fire legal liability
- Property legal form
- Employee benefits liability
- Contractual liability
- Watercraft liability
- Limited worldwide coverage
- Additional covered party
- Principle of eminent domain
- Inverse condemnation
- Pesticide application

It is the District’s intent to have the broadest most comprehensive coverage available. Please base all proposed premiums on that knowledge. Please note that coverage should include watercraft liability, as the District operates a number of small boats. There is no deductible. The current policy offers limited inverse condemnation coverage.



**Coverage Limits**

Bodily Injury/Property Damage	\$ 2,000,000 per occurrence; No aggregate
Personal and Advertising Injury	Included
Products/Completed Operations Aggregate	Included
Medical Payments	Not included
Fire Damage	Included
Pesticide/Herbicide	\$ 1,000,000 aggregate
Employee Benefits Liability	\$ 2,000,000 per occurrence; No aggregate
Deadly Weapons Protection	\$ 1,000,000
Limited Inverse Condemnation	\$ 100,000
Deductible	\$ 0

**B. ENDORSEMENTS/EXCLUSIONS**

Respondents are to include copies of endorsements applicable to any coverage.

**C. RATING INFORMATION**

Employees .....	536 (497 current; 39 vacancies)
Officers .....	12
Owned Watercraft .....	40 (all under 26')
Vacant Land .....	740,000 + acres
Water Control Structures .....	100

Please visit [sjrwmd.com](http://sjrwmd.com) for District financial information.

**D. GENERAL LIABILITY SUPPLEMENTAL QUESTIONS:**

- 1) Contractors/Vendors required to provide Certificates of Insurance? YES
- 2) Hold Harmless Agreements? YES
- 3) Additional Insured? YES
- 4) Groups using facilities required to provide Certificates of Insurance? N/A
- 5) Are all hazardous materials secured/locked according to legal standards? YES

**10. DRONE UNMANNED AIRCRAFT LIABILITY**

Coverage is sought for potential liability in connection with the District’s drones use and operation. Currently the District has three (3) drones that operate within the District’s operational area.

Respondents should note that the current Drone Unmanned Aircraft Liability policy has a renewal date of May 11, 2020, and coverage should be proposed accordingly.

<b>Coverage Limits</b>	
Drone Unmanned Aircraft Liability	\$ 5,000,000 per occurrence
	\$ 5,000,000 aggregate
Medical	\$ 5,000 each occupant

**11. DETAILED LISTING OF WATERCRAFT**

[SEE EXHIBIT 4 — WATERCRAFT SCHEDULE \(PDF file\)](#)

**12. WORKERS’ COMPENSATION**

**A. COVERAGE REQUIREMENTS**

There is currently no retention. The District maintains both an extensive safety program and a drug-free workplace.

**Coverage Limits**

Specific limit each accident:

(a) Part one – Worker’s Compensation	Statutory
(b) Part two – Employer’s Liability	\$ 1,000,000
Deductible	\$ 0

Specific limit each employee for disease:

(a) Part one – Worker’s Compensation	Statutory
(b) Part two – Employer’s Liability	\$ 1,000,000
Deductible	\$ 0

**B. ENDORSEMENTS**

Respondents are to include copies of endorsements applicable to any coverage. Coverage for volunteer and USLH exposures must be included.

**C. RATING INFORMATION**

Experience Modifier..... .89

**Payroll by Classification**

0251 Irrigation Works & Drivers .....	\$ 2,383,410
4511 Analytical Chemist .....	\$ 3,732,966
8601 Architect or Engineer .....	\$ 9,758,133
8810 Clerical .....	\$ 14,461,970
8820 Attorney – All Empl. & Clerical .....	\$ 959,171
Total.....	\$ 31,295,649

**D. WORKERS’ COMPENSATION SUPPLEMENTAL QUESTIONS**

- 1) Is there a formal drug free program in operation? YES
- 2) Is there a formal safety program in operation? YES
- 3) Is there a formal Return to Work-Light Duty program in place for all operational areas? YES

- 4) Number of all other volunteers: APPROXIMATELY 30
- 5) Does applicant own, operate, or lease aircraft/watercraft? YES, WATERCRAFT
- 6) Do past, present, or discontinued operations involve storing, treating, discharging, applying, disposing, or transporting hazardous materials? YES, MATERIAL RELATED TO PRESCRIBED BURNS, AQUATIC WEED TREATMENT, PESTICIDES/HERBICIDES.
- 7) Any work performed underground or above 15 feet? YES
- 8) Any work performed on docks, barges, vessels, bridges, or over water? YES
- 9) Are subcontractors used? YES
- 10) Are COI's required for subcontractors? YES
- 11) Do employees travel out of state? NO
- 12) Do you lease employees to or from other employers? NO
- 13) Is any labor provided by work-release inmates? NO
- 14) Any group transportation provided? OCCASIONALLY
- 15) Does employer have a safety committee? YES
- 16) Is there a formal review of all workplace accidents? YES

## E. PREMIUM HISTORY

COVERAGE	PREMIUM	TOTAL	PREMIUM	TOTAL
	2008-09	2008-09	2009-10	2009-10
Property	\$ 274,673.00		\$ 247,742.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 74,829.00		\$ 68,690.00	
Public Official Liability/EPL	\$ 138,045.00		\$ 106,162.00	
Automobile Liability	\$ 108,052.00		\$ 84,769.00	
Workers' Compensation	\$ 324,928.00	<b>\$ 920,527.00</b>	\$ 252,854.00	<b>\$ 760,217.00</b>
	<b>2010-11</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2011-12</b>
Property	\$ 253,991.00		\$ 207,893.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 68,690.00		\$ 53,723.00	
Public Official Liability/EPL	\$ 106,162.00		\$ 87,409.00	
Automobile Liability	\$ 84,769.00		\$ 68,414.00	
Workers' Compensation	\$ 263,633.00	<b>\$ 777,245.00</b>	\$ 188,840.00	<b>\$ 606,279.00</b>
	<b>2012-13</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>
Property	\$ 254,561.00		\$ 218,993.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 70,506.00		\$ 66,640.00	
Public Official Liability/EPL	\$ 106,213.00		\$ 115,071.00	
Automobile Liability	\$ 65,179.00		\$ 50,973.00	
Workers' Compensation	\$ 219,025.00	<b>\$ 715,484.00</b>	\$ 251,315.00	<b>\$ 702,992.00</b>
	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2015-16</b>
Property	\$ 185,756.00		\$ 186,515.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 55,142.00		\$ 55,948.00	
Public Official Liability/EPL	\$ 102,856.00		\$ 105,173.00	
Automobile Liability	\$ 46,383.00		\$ 48,496.00	
Workers' Compensation	\$ 225,942.00	<b>\$ 616,079.00</b>	\$ 251,635.00	<b>\$ 647,767.00</b>
	<b>2016-17</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2017-18</b>
Property	\$ 187,333.00		\$ 168,765.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 54,144.00		\$ 54,130.00	
Public Official Liability/EPL	\$ 102,468.00		\$ 102,129.00	
Automobile Liability	\$ 47,325.00		\$ 44,562.00	
Workers' Compensation	\$ 230,370.00	<b>\$ 621,640.00</b>	\$ 228,481.00	<b>\$ 598,067.00</b>
	<b>2018-19</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2019-20</b>
Property	\$ 179,776.00		\$ 189,998.00	
Equipment Breakdown	Included		Included	
General Liability	\$ 48,235.00		\$ 47,858.00	
Public Official Liability/EPL	\$ 93,509.00		\$ 90,830.00	
Automobile Liability	\$ 44,980.00		\$ 47,083.00	
Workers' Compensation	\$ 141,857.00	<b>\$508,357.00</b>	\$ 126,698.00	<b>\$502,467.00</b>

**EXHIBIT 1 — PROPERTY SCHEDULE (Refer to separate Excel file)**

**EXHIBIT 2 — INLAND MARINE SCHEDULE (Refer to separate Excel file)**

**EXHIBIT 3 — AUTOMOBILE SCHEDULE (Refer to separate Excel file)**

**EXHIBIT 4 — WATERCRAFT SCHEDULE (Refer to separate PDF file)**



**ATTACHMENT B – BID SUMMARY/QUESTIONNAIRE FORM (Refer to separate Excel file)**

**ATTACHMENT C — 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 D — INSURANCE REQUIREMENTS

shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor'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. Contractor 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 Contractor claims an exemption from workers' compensation coverage, Contractor 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, Contractor 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 Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.

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

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
, \_\_\_\_\_

FROM: Joseph Lambert, Project Manager

CONTRACT NUMBER: 35690

CONTRACT TITLE: Property, Liability, Workers Compensation and Other Required Insurance Coverage

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

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

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

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

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

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

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Lambert, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Wendy Cox, District Procurement Program Manager

c: Contract file  
Financial Services