

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INVITATION TO NEGOTIATE
COVER SHEET**

SUBMIT RESPONSES TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
VIA: WWW.DEMANDSTAR.COM

DIRECT INQUIRIES TO: Celeste Larisey, Senior Procurement Specialist Procurement@watermatters.org

DATE POSTED:
September 19, 2025

DUE DATE / RESPONSES OPENING DATE:
October 14, 2025 at 2:00 p.m. Eastern Time (ET)

PRE-RESPONSE CONFERENCE: NONE

TITLE: ITN 25-4659 GROUP SUPPLEMENTAL BENEFITS

SPECIFICATIONS: The Southwest Florida Water Management District is seeking responses from licensed, qualified carriers for Supplemental benefit plans for eligible employees and dependents, including: fertility, hearing, pet insurance, and weight loss.

Respondent Name:

Reason for No-Bid

Mailing Address:

City-State-Zip:

Telephone Number:

FAX Number:

Toll-Free Number:

Email address for correspondence:

Authorized Signature:

Date:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as the Respondent, hereby declare that I have carefully read this Invitation to Negotiate and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a response for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Invitation to Negotiate and certify that I am authorized to sign this response for the Respondent. Upon award to the Respondent and execution by the District below, terms and conditions of this ITN will be effective and binding upon both parties.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____

Brian J. Armstrong, P.G.
Executive Director

_____ Date

THE DISTRICT OFFICIALLY POSTS SOLICITATION PACKAGES ON WWW.DEMANDSTAR.COM AND WWW.WATERMATTERS.ORG/PROCUREMENT. THE DISTRICT RECEIVES PROPOSALS THROUGH DEMANDSTAR AT WWW.DEMANDSTAR.COM. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. IT IS THE RESPONDENT'S RESPONSIBILITY TO ENSURE THAT ITS PROPOSAL IS TIMELY UPLOADED. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED. TO MAINTAIN A SECURED SEALED PROCESS, ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INVITATION TO NEGOTIATE
GROUP SUPPLEMENTAL BENEFITS
ITN 25-4659**

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PART I – GENERAL CONDITIONS

1.1 PURPOSE.

The purpose of this Invitation to Negotiate (ITN) is to provide guidelines for submission of responses to implement the services described in Part III of this ITN.

1.2 DEFINITIONS.

"Respondent" means any Florida licensed insurance carrier submitting a response to this ITN. "District" means the Southwest Florida Water Management District, which is the issuing agency. "Dependent" is defined as the participant's legal spouse and dependent child(ren) of the participant or spouse. "Child" includes any of the following: Disabled Dependents, a natural child, a legally adopted child, a stepchild, a newborn (up to age 18 months) of a covered dependent (Florida), a child for whom legal guardianship has been awarded to the participant or the participant's spouse

1.3 DEVELOPMENT COST.

Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this ITN. All responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the ITN.

1.4 CHANGES, DELAYS, AND ADDENDA.

The District reserves the right to delay scheduled ITN due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, addenda and questions and answers are available for review and may be downloaded from the District's website at: www.watermatters.org/procurement and at www.demandstar.com. Persons or firms receiving solicitations from these Internet websites are responsible to recheck the websites for any changes or addenda.

All interpretations and supplemental instructions for this ITN will be in the form of written Addenda to the ITN. Respondents will acknowledge receipt of all such Addenda in their responses.

No interpretation of the meaning of the specifications or other ITN documents, or correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Prospective Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting ITN documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risk or obligations or relieve it from fulfilling any and all conditions of this ITN.

1.5 PRE-RESPONSE CONFERENCES. NONE

1.6 RULES FOR RESPONSES.

The signer of the response must declare that any person or entity with any interest in the response, as a principal, is identified therein; that the response is made without collusion; that the response is, in all respects, fair and in good faith; and that the signer of the response has full authority to negotiate for and bind the Respondent Stated on the ITN Cover Sheet.

1.7 **RESPONSE FORMAT.**

In order to assist the District's review process, responses are to be prepared utilizing the following format.

- The electronic copy identified in section 2.1 **GENERAL INFORMATION**, of this ITN shall be uploaded to www.demandstar.com in an exact Adobe™ Portable Document Format File (.pdf).
- Unless otherwise specifically noted, the response shall be formatted for print on 8.5" x 11" paper.
- Text shall be single-spaced using 11-point Arial font, except for headers, footers, tables, graphs, and charts. All information furnished must be legible.
- All pages shall be clearly numbered so that the District can reference specific pages if clarification is requested from the Respondent.
- A Table of Contents (TOC) shall be included at the beginning of the response. Links in the TOC to each section shall be provided, and bookmarks shall be generated in the .pdf for ease of navigating.

- 1.7.1 **Invitation to Negotiate Cover Sheet.** Respondents must complete, sign, and return the Cover Sheet with their response.
- 1.7.2 **Letter of Transmittal.** This letter, not to exceed two pages, shall briefly state Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion to effectuate the provision of services as outlined in this ITN for calendar year 2026. The letter must include the names of individuals authorized to make representations for the organization regarding this ITN, their titles, addresses, telephone numbers, and email addresses. This letter must be signed by an official authorized to negotiate for the Respondent.
- 1.7.3 **Organizational Profile.** This section of the reply should describe the Respondent's organization, including location(s), size, range of activities, service team organization chart, qualifications of the management team, and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar types of services.
- 1.7.4 **References.** Respondents must provide three references, for whom the Respondent provides coverage for the types of services offered, who have been clients for at least three years immediately preceding the response due date. Include agency name, contact name, address, telephone number, email address, type, and duration of coverages.
- 1.7.5 **Scope of Work.** This section of the response is addressed in **PART III – NATURE OF SERVICES REQUIRED.**
- 1.7.6 **Compensation.** This section of the response is addressed in **PART III – NATURE OF SERVICES REQUIRED.**
- 1.7.7 **Countries of Foreign Concern Affidavit.** Respondents must complete, sign, and return the Affidavit for Contracting with Entities of Foreign Countries of Concern with their response.
- 1.7.8 **Additional Data.** Since data not specifically requested should not be included in the previous sections of the response, give any additional information outlined in section 6.2, **Evaluation Method and Criteria**, which Respondent feels is pertinent for consideration. This information will only be evaluated to the extent it supports the Respondent's qualification and experience to provide the services requested by this ITN.

1.8 **NEGOTIATIONS.**

The District will negotiate with the selected Respondent(s) in accordance with PART VI – EVALUATION PROCEDURES. The District reserves the right to negotiate with the selected Respondents simultaneously.

Pursuant to section 286.0113, Florida Statutes, negotiations are exempt from section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. 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.

Pursuant to section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the District with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.9 **RESPONSE OPENING.**

The response opening will be open to the public on the date and at the time specified on the ITN Cover Sheet. It is the Respondent's responsibility to ensure that its response is uploaded to www.demandstar.com at the proper time. Responses that, for any reason, are not timely uploaded will not be considered. Only the names of the Respondents will be read at the response opening.

To be considered, one electronic Adobe™ Document Format File (.pdf) of a response must be uploaded to www.demandstar.com, by 2:00 p.m., EST, on October 14, 2025. Responses not received in a timely manner by DEMANDSTAR will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES.

The District anticipates making an award within 90 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If an award is not made within 90 days, the response shall remain firm until either the District awards the agreement, or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, at the District's sole discretion, be accepted or rejected.

By submitting a response, the Respondent agrees to all the terms and conditions of this ITN. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response shall constitute the Respondent's acknowledgement of all terms and conditions of this ITN and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this ITN, the Respondent must submit its request under the procedure set forth in section 1.11, Technical Questions.

AS INDICATED ON THE COVER SHEET, THE District RECEIVES RESPONSES THROUGH DEMANDSTAR. RESPONSE PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA .PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The District is providing a virtual option to join the response opening for ITN 25-4749 Group Supplemental Benefits. The meeting will begin at 2:00 p.m., EST, on October 14, 2025. Persons may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below, or may click on or copy and paste the following Teams Link URL into a browser:

Microsoft Teams meeting
Join on your computer or mobile app

Click here to join the meeting

<https://bit.ly/48caw0J>

Or call in (audio only)

[+1 786-749-6127](tel:+17867496127), [923998185#](tel:+1923998185) United States, Miami

Phone conference ID: 923 998 185#

1.10 **RESPONSIVE/RESPONSIBLE.**

At the time of submitting a response, the District requires that the Respondent be properly licensed and registered to do business in the State of Florida in accordance with Florida Statutes. Responses that fail to provide all required information, documents, or materials, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this ITN may be rejected as non-responsive. The District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the services as requested in this ITN. The District reserves the right to determine which responses meet the requirements of this solicitation and which responses are responsive and responsible.

1.11 **TECHNICAL QUESTIONS.**

All questions must be presented in writing to procurement@watermatters.org, the address as stated in section 1.28 **CORRESPONDENCE**, **no later than 5:00 p.m. September 30, 2025.**.. Inquiries must reference the ITN title, number and date of the response opening. The Respondents are responsible for checking the website as specified in section 1.4 **CHANGES, DELAYS, AND ADDENDA** for any addenda.

1.12 **CONFLICT OF INTEREST.**

The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. All Respondents must disclose with their response the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent or more in the Respondent's firm or any of its branches.

1.13 **RESPONSE WITHDRAWAL.**

Responses may be withdrawn by written notice signed by the same person who signed the ITN Cover Sheet and received at any time prior to the opening. Responses may be withdrawn in person by the Respondent or its authorized representative; provided the authorized representative's identity is made known and a signed receipt for the response is received. No Respondent may withdraw their response except as described in this section.

1.14 **PUBLIC AVAILABILITY OF RECORDS.**

Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this ITN will be subject to the provisions in Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act. Any Respondent claiming that its response contains information that is exempt from the public records law must clearly segregate (separate .pdf file preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., section 815.04, Florida Statutes).

The District does not waive the public records exemption under the Florida Public Records Act, section

119.071(1)(b), Florida Statutes, as amended. This provision exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of decision or intended decision pursuant to section 120.57(3)(a), Florida Statutes, or within 30 days after the response opening, whichever comes first.

1.14.1 The Respondent, upon request, shall permit the District to examine or audit all services related records and documents during or following completion of the services at no cost to the District. Payments made to the Respondent under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Respondent shall maintain all such records and documents for at least five years following completion of the services. The Respondent and any subcontractors understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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

1.14.3 **IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482 by email at RecordsCustodian@swfwmd.state.fl.us, or at the following mailing address:**

**Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contract information will be provided to the Respondent in writing.

1.14.4 This paragraph shall survive the expiration or termination of this Agreement.

1.15 RIGHT TO ACCEPT OR REJECT RESPONSES.

Responses which are incomplete, conditional, obscure, or contain additions not contemplated by the ITN or irregularities of any kind, or do not comply in every respect with the ITN may be rejected as nonresponsive at

the option of the District. The District does not bind itself to accept the minimum specifications stated in this ITN but reserves the right to accept any response which, in the judgment of the District, will best serve the needs and the interests of the District. The District reserves the right to reject any and all responses submitted in response to this ITN or to cancel, in part or in its entirety, this ITN, if it is in the best interest of the District to do so.

If awarded, no contract will be formed between the Respondent and the District until the Cover Sheet is executed by both parties. There is no obligation on the part of the District to award a response to the lowest priced Respondent, and the District reserves the right to award the contract to the Respondent(s) submitting the best overall responsive proposal which is most advantageous and in the best interest of the District in achieving the services, and to waive any irregularity or technicality in the responses received. The District shall be the sole judge of the responses that offer the best value and the resulting agreement that is in its best interest.

1.16 NOTICE OF INTENDED DECISION.

The Notice of Intended Decision will be posted on the District's internet website at <http://www.watermatters.org/procurement>, and on DemandStar at www.demandstar.com.

1.17 PROTESTS.

Any Respondent who protests the specifications, decision or Notices of Intended Decision, must file, with the District, a notice of protest and formal protest in compliance with Chapter 28-110 Florida Administrative Code (F.A.C.), and applicable provisions in section 120.57, Florida Statutes, Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes. section 287.042(2)(c), Florida Statutes, requires a bond be posted with the District at the time of filing the formal written protest payable to the District in an amount equal to one percent of the estimated contract amount.

1.18 AGREEMENT INFORMATION.

Upon award to a Respondent, and the District's execution of the Cover Sheet of this ITN, both parties agree to be bound by the terms and conditions included in this ITN. The Respondent acknowledges that notwithstanding any provision in any plan document offered by Respondent, Respondent is obligated to provide the products and services to the District as provided in its response to this ITN, including any and all negotiations offered in Respondent's Best and Final Offer, and in accordance with the terms and conditions of this ITN. The District shall not be obligated to prosecute any claims that the District may have against third parties arising out of any occurrence resulting in a payment for eligible claims expenses, as defined by Respondent's plan documents, by the District.

If Respondent will require the District to execute a standard agreement applicable to the products and services offered under this ITN, Respondent shall provide a copy of any such standard agreement with its response. The District reserves the right to add and revise provisions that are not in the best interest of the District, as determined solely by the District. The laws of the State of Florida will govern any agreement resulting from this ITN. In the event of a conflict of terminology, priority shall first be given to the terms and conditions of this ITN, then to the Respondent's response, including any and all negotiations offered in Respondent's Best and Final Offer, then to Respondent's standard agreement or plan documents.

1.19 INDEMNIFICATION.

The Respondent agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees,

subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any agreement resulting from this ITN. This provision shall survive the expiration or termination of the Agreement.

1.20 **WITHHOLDING PAYMENT.**

The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent under any resulting agreement as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any agreement with the District.

1.21 **TERMINATION.**

Unless otherwise agreed to by the District, any agreement resulting from this ITN may be terminated by the District without cause upon 30 days written notice. Termination is effective upon the 30th day as counted from the date of the written notice. In the event of termination under this paragraph, the Respondent will be entitled to compensation for all services provided to the District through the end of the month in which the termination is effective and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement.

1.22 **LAW COMPLIANCE.**

The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this ITN. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this ITN.

1.23 **AMERICANS WITH DISABILITIES ACT (ADA).**

The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services, and activities. Anyone requiring reasonable accommodation, or would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the District's Human Resources Office Chief, at 2379 Broad Street, Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email ADAACoordinator@watermatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at watermatters.org/ADA.

1.24 **PUBLIC ENTITY CRIMES.**

Pursuant to sections 287.133(2) and (3), Florida Statutes, 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 public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a response to this ITN, the Respondent certifies that it is not on the

convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.

1.25 SCRUTINIZED COMPANIES.

Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By submitting a proposal in response to this ITN, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its proposal.

1.26 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (a) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website at <http://www.dhs.gov/E-Verify>.

1.27 BACKGROUND CHECKS.

The District may require the Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. If required, this will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as Respondent may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see section 373.6055, Florida Statutes, for further detail about statutory requirements).

1.28 CORRESPONDENCE.

Unless otherwise stated or notified in writing by the District, correspondence relative to this ITN must be emailed to procurement@watermatters.org.

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this ITN will be sent to the Respondent at the address listed on the Cover Sheet.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the Notice of Intended Decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the District

concerning any aspect of this solicitation, except in writing to the Procurement section as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.29 NO COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, a nongovernmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

1.30 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

In accordance with section 287.138, Florida Statutes, prior to submitting a bid, proposal, or reply to the District, or entering into a contract (including a purchase order) with the District which would grant the entity access to an individual's personal identifying information, must provide the District with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting it is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the entity organized under the laws of or has its principal place of business in a foreign country of concern.

PART II – INTRODUCTION

2.1 GENERAL INFORMATION.

The Southwest Florida Water Management District (District) hereby solicits offers for the services of licensed, qualified Respondents for the following purpose:

Group Supplemental Benefits for, but not limited to, Weight Loss, Fertility, Pet Insurance, and Hearing for eligible employees, dependents, and retirees.

To be considered, one electronic Adobe™ Document Format File (.pdf) of a response must be uploaded to www.demandstar.com, by 2:00 p.m., EST, on October 14, 2025. Responses not received in a timely manner by [DEMANDSTAR](http://www.demandstar.com) will not be accepted. THE [DEMANDSTAR](http://www.demandstar.com) TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE District HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://www.demandstar.com) IS EXPERIENCING TECHNICAL DIFFICULTIES.

During the evaluation and negotiation process, the District reserves the right, where it may serve the District's interest, to request additional information for clarification purposes, from Respondents.

The District reserves the right to award one or more contracts for the requested services to the qualified Respondent(s) to perform the services set forth in this ITN as selected by the District. For a Respondent to be considered qualified, the Respondent must be licensed with the State of Florida and be authorized to provide the offered services and products in the State of Florida.

2.2 BACKGROUND INFORMATION.

The District currently does not currently offer the supplemental benefits requested in this solicitation.

2.3 TERM OF CONTRACT(S).

The expected term of the contract(s) resulting from this ITN is one year, commencing January 1, 2026, and terminating December 31, 2026, with the option for two additional one-year renewal periods commencing January 1st of each subsequent year, at the sole discretion of the District.

2.4 **RESPONSE CALENDAR.**

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

| | |
|--|--------------------|
| Invitation to Negotiate issued by the District | September 19, 2025 |
| Due date for Respondents to submit questions – (5:00 p.m.) | September 30, 2025 |
| Due date for Respondents to submit responses – (2:00 p.m.) | October 14, 2025 |
| Evaluation Committee Meeting – (2:00 p.m.) | October 28, 2025 |
| Best and Final Offers Due – (5:00 p.m.) | November 4, 2025 |
| Final Evaluation Committee Meeting – (11:00 a.m.) | November 13, 2025 |
| Notice of Intended Decision, anticipated posting date | November 14, 2025 |
| Submittal of all Final Contract, Documents and Paperwork | December 1 , 2025 |
| Plan Effective Date | January 01, 2026 |

All questions must be presented in writing to procurement@watermatters.org, the address as stated in section 1.28 **CORRESPONDENCE**, **no later than 5:00 p.m. September 30, 2025**. Inquiries must reference the ITN title, number and date of the response opening. The Respondents are responsible for checking the website as specified in section 1.4 **CHANGES, DELAYS, AND ADDENDA** for any addenda.

The remainder of this page is intentionally left blank.

PART III – NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION.

3.1.1 Purpose.

The District is seeking experienced and qualified companies that demonstrate the highest level of service while providing access to quality providers at an affordable cost for the District's eligible employees, and dependents for the following services:

- Weight Loss
- Fertility
- Hearing
- Pet Insurance

3.1.2 Objectives.

The objective of this ITN is to select one or more Respondent(s) that will provide the best service, pricing, cost management, and flexibility to the District, thus allowing the District to obtain the best overall program for its employees, dependents, and retirees, while minimizing cost to the District. Therefore, the District seeks Respondent(s) that will meet the following objectives as appropriate for the types of services offered:

- 3.1.2.1 Offer group supplemental weight loss, pet insurance, fertility, and hearing plan designs either packaged or individually.
- 3.1.2.2 Respondent must be able to offer a high-quality, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering 500+ individuals and their dependents. Provider networks must include services in Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties.
- 3.1.2.3 List network providers for all plans.
- 3.1.2.4 Stabilize insurance costs.
- 3.1.2.5 Offer plan designs that are competitive in the marketplace
- 3.1.2.6 The supplemental worksite benefits are 100% employee paid through payroll deductions.
- 3.1.2.7 Provide group rates for the supplemental plans that match current tiers and payroll cycle (semi-monthly/24).
- 3.1.2.8 Work collaboratively with the District's broker, Brown & Brown, to develop a long-term strategy to help control the increase in future premiums and maintain a meaningful benefit level for the District's covered employees and dependents.
- 3.1.2.9 Provide knowledgeable and comprehensive administration and excellent member service.
- 3.1.2.10 Ensure availability of quality educational and informational resources for employees and dependents.
- 3.1.2.11 When responding, please provide rates for each plan separately and/or as a package offer. Please quote the minimum enrollment for a proposed plan that can be purchased stand-alone or as a package.
- 3.1.2.12 Provide a complete, credible, and comprehensive reporting package for tracking plan performance.
- 3.1.2.13 Remain in compliance with all relevant laws, rules, and regulations.
- 3.1.2.14 If the District decides to move to a new carrier for the proposed supplemental plans, payroll deductions may continue for employees who choose to keep their current plans.
- 3.1.2.15 The District conducts mandatory open enrollment for employees. However, employees will not be required to sit with a plan representative on a one-on-one basis unless they are interested in getting more information or signing up for a plan.

3.1.3 Current Coverages.

- 3.1.3.1 The District has approximately 586 active employees. The District does not contribute towards supplemental premiums.
- 3.1.3.2 The District's current waiting period for new employees is the first of the month following the date of hire.

3.1.4 General Provisions.

- 3.1.4.1 Brown & Brown will provide technical support and an analysis and assessment of the responses in support of the District's Evaluation Committee during its selection of a qualified Respondent to administer the Group Supplemental Benefits plan(s) for the District.
- 3.1.4.2 The District requests proposed rates to be quoted net of commission rates for the supplemental coverages.
- 3.1.4.3 The selected "Carrier(s)" must conduct enrollment meetings at District Service Offices in coordination with Brown & Brown and in accordance with the District's schedule and needs. The Carrier should allow for two meetings at both the Brooksville and Tampa offices and one meeting each at the Bartow and Sarasota offices. The Carrier will be expected to comply with the Americans with Disabilities Act, with respect to accommodating employees who have sight, hearing or other disabilities.
- 3.1.4.4 The Carrier shall provide renewal premiums and rates, no later than August 15th of the current plan year, for the next plan year commencing on January 1st.
- 3.1.4.5 No employee will lose his or her ability to have benefits, or have any benefits delayed, as a result of any change in the program or plan.
- 3.1.4.6 The Carrier, or its administrator, will be responsible for providing the following:
 - 3.1.4.6.1 All applicable contracts and documentation no later than December 1, 2025 so there is sufficient time for negotiations and execution of the contracts before January 1, 2026. Respondents are advised that all terms and conditions of this ITN shall become part of the contract with the Carrier.

3.2 SCOPE OF WORK.

The District seeks responses from licensed, qualified insurance Carriers and/or certified Carriers to provide Group Supplemental Insurance benefit plan(s) for eligible employees and dependents, beginning January 1, 2026. Respondents are strongly encouraged to carefully read the entire ITN.

3.3 RESPONSE REQUIREMENTS.

Each Respondent must provide the following items to enable the District to evaluate each Respondent:

- 3.3.1 A credit rating of at least "A-" by a recognized financial rating service (i.e., A.M. Best), if applicable.
- 3.3.2 Description of enrollment process and available options.
- 3.3.3 Sample data reporting capabilities. Please include a description of the reports you will provide including, but not limited to claims, utilization, etc. Please note if any reports provided carry an additional cost to the District.
- 3.3.4 Sample employer application.
- 3.3.5 Sample certificate of coverage.
- 3.3.6 Demonstrate that Respondent and its representatives meet all licensing and/or certification requirements necessary to conduct business in the State of Florida with regard to the products and services requested herein. Provide copies of all licenses and certificates.

- 3.3.7 An implementation schedule (in days) including initial set-up of automated enrollment (electronic eligibility) that meets the timeframes detailed in this ITN.
- 3.3.8 The following Exhibits are attached to this ITN. All Exhibits must be included in the response. Any response that does not include the completed Exhibits will be considered nonresponsive. If your firm does not provide one of the listed services, please return the Exhibits, including a statement that your firm does not provide those services.
- 3.3.8.1 Exhibit I Weight Loss Coverage Response Form
 - 3.3.8.2 Exhibit II Fertility Coverage Response Form
 - 3.3.8.3 Exhibit III Hearing Insurance Response Form
 - 3.3.8.4 Exhibit IV Pet Insurance Response Form
- 3.3.9 If Respondent will require the District to execute any applicable standard Florida governmental or public entity agreement(s) for the products and services offered under this ITN, Respondent must provide a copy of such standard agreement(s) with its response; identify Respondent's process for execution, if multiple agreements; and, include point(s) of contact information for staff who will be available and authorized to negotiate agreement language, if needed.

PART IV – HISTORIC DATA

4.1 CONTRIBUTIONS (CURRENT).

- 4.1.1 Active Employees (All classes): employees are responsible for one hundred percent (100%) of the premium.

PART V – INSURANCE REQUIREMENTS

5.1 INSURANCE REQUIREMENTS.

Any agreement resulting from this ITN will require the Carrier to maintain, during the entire term of the agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. Carrier must provide renewed certificate(s) of insurance within 30 calendar days of expiration. Carrier will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

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

| | |
|--------------------|-------------|
| Per Occurrence | \$1,000,000 |
| Per Year Aggregate | \$2,000,000 |

- 5.1.2 Auto liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

| | |
|--|-----------|
| Bodily Injury Liability per Person | \$100,000 |
| Bodily Injury Liability per Occurrence | \$300,000 |
| Property Damage Liability | \$100,000 |
| - or - | |
| Combined Single Limit | \$500,000 |

- 5.1.3 The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from the agreement.
- 5.1.4 Carrier must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Workers Compensation insurance and employers' liability insurance with a limit of not less than \$1,000,000. Workers' Compensation Insurance must include the waiver of subrogation.
- 5.1.5 Professional liability (Errors & Omissions) insurance in a minimum amount of \$1,000,000 each claim.
- 5.1.6 Carrier must obtain certificates of insurance from any subcontractor otherwise the Carrier must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Carrier insurance policies.
- 5.1.7 Carrier must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this ITN. Such notification must be provided to the District within five business days of the Carrier notice of such cancellation or change from its insurance carrier.

The remainder of this page intentionally left blank.

PART VI - EVALUATION PROCEDURES

6.1 REVIEW OF RESPONSES.

The selection process is divided into two phases: the Evaluation Phase and the Negotiation Phase. During the Evaluation Phase, 3 representatives, forming the District's Evaluation Committee, will individually evaluate all responsive and responsible responses against the evaluation criteria described below in section 6.2 **EVALUATION METHOD AND CRITERIA.** Concurrent with the District's evaluation, Brown & Brown will provide technical support as needed by the Evaluation Committee members and will prepare an objective assessment and analysis of the responses for consideration by the Evaluation Committee. The Evaluation Committee members will meet at a public meeting at 2:00 p.m. on October 28, 2025, virtually using TEAMS, to review Brown & Brown assessment and analysis of the responses, discuss their evaluations, and to select one or more of the highest ranked Respondents with which to commence negotiations. Brown & Brown will attend this public meeting to respond to questions from the Evaluation Committee.

6.2 EVALUATION METHOD AND CRITERIA.

Responses will be evaluated by the following criteria for each type of service offered:

| Evaluation Criteria | Total Possible Points |
|---|------------------------------|
| Organization Profile and Qualifications Respondent has: Demonstrated and described: a) Knowledge of subject. b) Ability to meet needs and perform work. c) Qualification of management team. d) Public sector experience. e) Public entity references. | 20 |
| Scope of Work - Customer Service and Data/Reporting Respondent has: Demonstrated and described detailed: a) Customer account services. b) Account administration support. c) Account implementation team access approach. | 10 |
| Scope of Work - Proposed Plans and Implementation Respondent has: a) Proposed quality of proposed benefits b) Described plan design deviations c) High quality network of providers (independent providers and retail providers) d) Implementation schedule that meets the timeframes detailed in this ITN. | 25 |
| Member and Administrator Internet Tools and Capability Respondent has: Demonstrated and described: a) availability of a quality system's on-line tools/website b) comprehensive internet capabilities, benefits c) claims resources information for members and administrator. | 15 |
| Total Costs Based on a comparison of plan premiums, the Respondent with the lowest cost, for the highest level of benefit, will receive the highest possible score. All other responses will be scored proportionately. | 30 |

6.3 NEGOTIATIONS.

The District will notify the highest ranked Respondent(s) and will commence negotiations. The District reserves the right to negotiate with the highest ranked Respondent individually or to conduct concurrent negotiations with more than one of the highest ranked Respondents. If negotiations take place with more than one Respondent, the District reserves the right, if it is in the best interest of the District, to share with each selected Respondent information pertaining to the negotiations with the other selected Respondent(s). The District's broker will conduct the negotiations on behalf of the District's Evaluation Committee and will meet with the Evaluation Committee during the negotiation process as needed to discuss negotiation strategy; and may also meet with the District's Executive Director during the negotiation process to discuss negotiation strategy as needed. Upon completion of the negotiations, the District will request the Respondent(s) to provide the District with its Best and Final Offer (BAFO). If the District initially elects to negotiate with only the highest ranked Respondent, the District reserves the right to commence negotiations with the other highest ranked Respondent(s) in accordance with the process set forth herein.

Pursuant to section 286.0113, Florida Statutes, negotiations and negotiation strategy sessions are exempt from section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. A complete recording shall be made of an exempt meeting. No portion of the exempt meeting may be held off the record.

6.4 FINAL SELECTION.

Following negotiations, the Evaluation Committee shall meet with the District's broker at a public meeting to review the BAFOs. The public meeting shall take place at 2:00 p.m. on November 13, 2025, virtually, via TEAMS, with the link available on the District's calendar. The BAFO that is determined by the Evaluation Committee to be the best value to the District in accordance with the Evaluation Criteria set forth in section 6.2 will be provided to the District's Executive Director for review and approval.

The District anticipates that on, or shortly after November 14, 2025, the Notice of Intended Decision will be posted on the District's web site <http://www.watermatters.org/procurement>, and on DemandStar at www.demandstar.com.

**INVITATION TO NEGOTIATE
GROUP SUPPLEMENTAL BENEFITS
ITN 25-4659**

**EXHIBIT I
FERTILITY RESPONSE FORM – NOT CURRENTLY OFFERED**

Provided as an electronic Microsoft Word™ format file available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

| SERVICES | Proposed |
|--|--------------------------|
| Standard Benefits Provided | |
| Services/Benefits available (bundled or at additional cost) | |
| Services/Benefits that may be deemed beneficial to the District | |
| Invoicing process | |
| Coverage Eligibility | |
| Waiting Period for Eligibility | |
| Case Manager description / detail | |
| Toll-free number and service hours | |
| Provide Website for member services | |
| Available by Telephone, web-conference, and/or In-Person Consultations | |
| Any additional cost for extended Consultations | |
| Premium | Semi-Monthly (24) |
| Employee Only | |
| Employee plus Family | |
| Participation Requirement (%) | |
| Rate Guarantee | |

**INVITATION TO NEGOTIATE
GROUP SUPPLEMENTAL BENEFITS
ITN 25-4659
EXHIBIT II
WEIGHT LOSS RESPONSE FORM – **NOT CURRENTLY OFFERED****

Provided as an electronic Microsoft Word™ format file available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

| SERVICES | Proposed |
|--|--------------------------|
| Standard Benefits Provided | |
| Services/Benefits available (bundled or at additional cost) | |
| Services/Benefits that may be deemed beneficial to the District | |
| Invoicing process | |
| Coverage Eligibility | |
| Waiting Period for Eligibility | |
| Case Manager description / detail | |
| Toll-free number and service hours | |
| Provide Website for member services | |
| Available by Telephone, web-conference, and/or In-Person Consultations | |
| Any additional cost for extended Consultations | |
| Premium | Semi-Monthly (24) |
| Employee Only | |
| Employee plus Family | |
| Participation Requirement (%) | |
| Rate Guarantee | |

**INVITATION TO NEGOTIATE
GROUP SUPPLEMENTAL BENEFITS
ITN 25-4659
EXHIBIT III
HEARING SERVICES RESPONSE FORM – NOT CURRENTLY OFFERED**

Provided as an electronic Microsoft Word™ format file available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

| SERVICES | Proposed |
|---|--------------------------|
| Standard Benefits Provided | |
| Services/Benefits available (bundled or at additional cost) | |
| Services/Benefits that may be deemed beneficial to the District | |
| Invoicing process | |
| Coverage Eligibility | |
| Waiting Period for Eligibility | |
| ID Wallet Cards Provided? | |
| Network of Providers detail (describe process of member finding benefits) | |
| Toll-free number and service hours | |
| Premium | Semi-Monthly (24) |
| Employee Only | |
| Employee plus Family | |
| Participation Requirement (%) | |
| Rate Guarantee | |

**INVITATION TO NEGOTIATE
GROUP SUPPLEMENTAL BENEFITS
ITN 25-4659
EXHIBIT IV**

PET INSURANCE - *NOT CURRENTLY OFFERED*

Provided as an electronic Microsoft Word™ format file available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com.

| SERVICES | Proposed |
|---|--------------------------|
| Standard Benefits Provided | |
| Services/Benefits available (bundled or at additional cost) | |
| Services/Benefits that may be deemed beneficial to the District | |
| Invoicing process | |
| Coverage Eligibility | |
| Waiting Period for Eligibility | |
| ID Wallet Cards Provided? | |
| Network of Providers detail (describe process of member finding benefits) | |
| Premium | Semi-Monthly (24) |
| Employee Only | |
| Participation Requirement (%) | |
| Rate Guarantee | |

**ATTACHMENT 1
AFFIDAVIT
FOR
ITN 25-4844
GROUP SUPPLEMENTAL BENEFITS**

**Statement Under Section 287.138, Florida Statutes
Contracting with Entities of Foreign Countries of Concern**

Pursuant to section 287.138, Florida Statutes, this statement must be signed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

The entity identified below is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the entity organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Authorized Representative/Officer's Printed Name:

Authorized Representative/Officer's Title:

Signature: _____ Date: _____