

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

SUBMIT RESPONSES TO:      PROCUREMENT SECTION (MAIL CODE: BKV-4-PRO)  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET - BUILDING #4  
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to:    Georgia S. Hudson, Senior Procurement Specialist  
Phone: 352-796-7211, Ext. 4147;    FAX: 352-754-3497;    E-mail: Procurement@watermatters.org

**DATE POSTED:**  
October 12, 2018

**DUE DATE / RESPONSES OPENING DATE:**  
October 29, 2018 at 2:00 p.m. Eastern Time (ET)

PRE-RESPONSE CONFERENCE: NONE

TITLE: ITN 003-19 STOP LOSS INSURANCE

SPECIFICATIONS: The Southwest Florida Water Management District seeks responses from licensed, qualified carriers for Stop Loss Insurance.

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 Respondent hereby declare that I have carefully read this Invitation to Negotiate and its provisions, terms, and conditions covering the products and 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 products and services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. By signing above, I agree to be bound by all 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.

**IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT ITS SEALED RESPONSE IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. RESPONSES RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

FORM 15.00 - 015 (05/07)

By: \_\_\_\_\_  
          Brian Armstrong, P.G.  
          Executive Director

Date \_\_\_\_\_

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
INVITATION TO NEGOTIATE # 003-19  
STOP LOSS INSURANCE

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Development Cost
- 1.4 Changes, Delays, and Addenda
- 1.5 Pre-Response Conference
- 1.6 Rules for Responses
- 1.7 Response Format
- 1.8 Negotiations
- 1.9 Response Opening
- 1.10 Responsive/Responsible
- 1.11 Technical Questions
- 1.12 Conflict of Interest
- 1.13 Response Withdrawal
- 1.14 Public Availability of Records
- 1.15 Right to Accept or Reject Responses
- 1.16 Notice of Intended Decision
- 1.17 Protests
- 1.18 Agreement Information
- 1.19 Indemnification
- 1.20 Withholding Payment
- 1.21 Termination
- 1.22 Law Compliance
- 1.23 Americans with Disabilities Act (ADA)
- 1.24 Public Entity Crimes
- 1.25 Scrutinized Companies
- 1.26 Employment Eligibility Verification
- 1.27 Background Checks
- 1.28 Correspondence

PART II – INTRODUCTION

- 2.1 General Information
- 2.2 Background Information
- 2.3 Term of Contract
- 2.4 Response Calendar

PART III - NATURE OF SERVICES REQUIRED

- 3.1 Project Description
- 3.2 Scope of Work

PART IV – HISTORIC DATA

- 4.1 Rate History
- 4.2 Contributions (Current)

PART V – INSURANCE REQUIREMENTS

- 5.1 Insurance Requirements

PART VI - EVALUATION PROCEDURES

- 6.1 Review of Responses
- 6.2 Evaluation Method and Criteria
- 6.3 Negotiations
- 6.4 Final Selection

EXHIBITS

Response Forms (Microsoft Word™ Format)

- Exhibit I Stop Loss Insurance Terms
- Exhibit II Stop Loss Insurance Rate Sheet
- Exhibit III Questionnaire

ATTACHMENTS

- Attachment 1 Medical Plan(s) Summary of Benefits and Coverage
- Attachment 2 Stop Loss Insurance Policy
- Attachment 3 Medical Claims Experience
- Attachment 4 Medical Large Claimant Report
- Attachment 5 Census (Excel File)
- Attachment 6 Agent of Record Letter

## **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.
- 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](http://www.watermatters.org/procurement) and at: [www.demandstar.com](http://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 form (Cover Sheet).
- 1.7 **RESPONSE FORMAT.** In order to assist the District's review process, responses are to be prepared utilizing the following format. All responses will be submitted in a three (3) ring binder, on 8.5" x 11" paper, printed on both sides except for charts which may be on 11" x 17" paper printed on one side. For the purpose of page limitations, a "page" will be considered one side of a sheet of paper. Text will be single-spaced using 12-point Arial font, except for headers, footers, tables, graphs and charts. All sections are to be tabbed and pages clearly numbered. All information furnished must be legible.
- 1.7.1 **Invitation to Negotiate Form.** Respondents must complete, sign and return the Cover Sheet with their response.
- 1.7.2 **Letter of Transmittal.** This letter, not to exceed two (2) 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 2019. 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 Respondent.

**1.7.3 Organizational Profile.** This section of the reply should provide a description of your organization, including location(s), size, range of activities, service team organization chart, qualifications of 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 (3) references from public entity clients with a minimum of 500 employees and 1,450 dependents for whom you provide insurance coverage for the types of services you are offering, who have been clients for at least three (3) 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 Additional Data.** Since data not specifically requested should not be included in the previous sections of the response, give any additional information which you feel 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 simultaneously negotiate with the selected Respondents at the same time.

Pursuant to Section 286.0113, Florida Statutes (F.S.), negotiations are exempt from Section 286.011, F.S., 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.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meetings, will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**1.9 RESPONSE OPENING.** Response opening will be public, on the date and at the time specified on the ITN Cover Sheet. It is the Respondent's responsibility to assure that its response is delivered at the proper time to the specified location. Responses which for any reason are not so delivered will not be considered. Only names of Respondents will be read at the response opening.

Responses must be delivered by U.S. mail (postage paid), a nationally recognized overnight courier, or personally. The District will not accept electronically transmitted responses. Responses MUST be identified with the ITN number and "Sealed Response - Do Not Open" marked on the sealed envelope. If responses are sent via Express Mail, responses MUST be placed in a sealed envelope properly identified within the Express Mail envelope. No responsibility will attach to the District or any official or employee thereof for the preopening of, post opening of, or the failure to open a response not properly addressed and identified as required.

The District anticipates making an award within ninety (90) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within ninety (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, 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 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. Respondent must submit its request under the procedure set forth in Section 1.11, Technical Questions.

**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-responsible. 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](mailto:Procurement@watermatters.org), the address as stated in the paragraph named "Correspondence," or faxed, followed by a written confirmation, to the Procurement fax number, 352-754-3497, for receipt no later than ten (10) working days prior to the response opening. Inquiries must reference the date of response opening and the ITN number and title. Respondents are responsible to check the District's website as specified in Section 1.4 of this ITN, for the District's responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

**1.12 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., 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 (5%) 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 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 its 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 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, F.S., 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 binder and CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The District does not waive the public records exemption under the Florida Public Records Act, Section 119.071(1)(b), F.S., 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), F.S., or within thirty (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 (5) years following completion of the services.

**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, F.S. To the extent required by Section 119.0701, F.S., 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 352-796-7211, ext. 4555, by email at [RecordsCustodian@SWFWMD.state.fl.us](mailto:RecordsCustodian@SWFWMD.state.fl.us), or at the following mailing address:**

**Public 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 for review by interested parties on the District's website at <http://www.watermatters.org/procurement>, on DemandStar at [www.demandstar.com](http://www.demandstar.com), and at the District Office located at 2379 Broad Street, Building 4, Brooksville, Florida 34604-6899.

**1.17 PROTESTS.** Any Respondent who protests the specifications, decision, or Notice 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, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.

**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 thirty (30) days written notice. Termination is effective upon the thirtieth (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 based on disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org).

**1.24 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from 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.

**1.25 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., 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 signing this Agreement, 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 this Agreement. The Respondent agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Respondent is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

By signing this solicitation, 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 the Respondent's response.

**1.26 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Respondent employees performing work directly associated with the Agreement resulting from this ITN, in accordance with the terms and conditions applicable to the E-Verify Program. If the Respondent uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Respondent must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**1.27 BACKGROUND CHECKS.** The District will require Respondent to perform a background check on all persons assigned to perform work for the District on behalf of Respondent. 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 F.S. for further detail about statutory requirements).

- 1.28 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this ITN must be sent to the District at the following address:

Procurement Section (BKV-4-PRO), Building 4  
Southwest Florida Water Management District  
2379 Broad Street (U.S. Hwy. 41 South)  
Brooksville, Florida 34604-6899  
E-mail: [Procurement@watermatters.org](mailto: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.

## **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:

### **STOP LOSS INSURANCE**

To be considered, **one (1) original, so designated, four (4) hard copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the original on disc or thumb drive**, of a response **must** be received by the District's Procurement Section (BKV-4-PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **2:00 p.m., Eastern Time, on October 29, 2018. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.**

During the evaluation and negotiation process, the District reserves the right, where it may serve the District's interest, to request additional information including changes to the initial responses, from Respondents.

The District anticipates awarding to one (1) or more contracts to 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 transitioned from a fully insured plan with Florida Blue to a self-funded medical insurance plan with Florida Blue effective January 1, 2016. The District's plans consist of one "grandfathered" PPO medical plan and a high deductible health plan. Through a recent ITN, the District selected Cigna as the Medical Administrative Services Only provider effective January 1, 2019. The District is requesting stop loss insurance proposals for the 2019 calendar year, utilizing Cigna as the Administrative Services Only (ASO) vendor. Please note, the final Cigna Benefit Summaries have not been finalized at the release of this ITN. The plan design is not expected to change effective January 1, 2019.

- 2.3 TERM OF CONTRACT(S).** The expected term of the contract(s) resulting from this ITN is one (1) year, commencing January 1, 2019 and terminating December 31, 2019, with the option for four (4) additional one (1) year renewal periods commencing January 1<sup>st</sup> of each subsequent year, upon the mutual written agreement of both parties.

**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.....	October 12, 2018
Due date for Respondents to submit responses (2:30 p.m.).....	October 29, 2018
Evaluation Committee Meeting (1:30 p.m.) .....	November 8, 2018
Best and Final Offers Due (1:00 p.m.).....	November 15, 2018
Final Evaluation Committee Meeting (2:00 p.m.).....	November 19, 2018
Notice of Intended Decision, anticipated posting date .....	November 20, 2018
Submittal of all Final Contract, Documents and Paperwork.....	December 5, 2018
Plan Effective Date .....	January 1, 2019

General ITN questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time.

All District contact must be through the Procurement Section (PRO), Southwest Florida Water Management District, 2379 Broad Street, Building 4, Brooksville, Florida 34604-6899, telephone number 352-796-7211 or 1-800-423-1476 (Florida only) extension 4147; fax number 352 754 3497; E-mail: Procurement@watermatters.org.

**PART III – NATURE OF SERVICES REQUIRED**

**3.1 PROJECT DESCRIPTION.**

**3.1.1 Purpose.** The purpose of this ITN is to solicit responses from licensed, qualified insurance carriers to provide stop loss insurance, including individual and aggregate stop loss insurance. The District’s current self-funded plans are offered through Florida Blue but will change to Cigna as the administrator services only (ASO) vendor effective January 1, 2019. Respondents are strongly encouraged to carefully read the entire ITN.

**3.1.2 Objectives.** The objective of this ITN is to select a Respondent 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:

- 3.1.2.1 Offer stop loss insurance to cover active employees, dependents, retirees (under/over 65), and COBRA participants.
- 3.1.2.2 Provide timely reimbursement to the District when necessary.
- 3.1.2.3 Work collaboratively with the District’s broker to develop a long-term strategy to help control the increase in future claims cost and maintain a meaningful benefit level for the District’s covered employees, dependents, and retirees.
- 3.1.2.4 Provide knowledgeable and comprehensive administration and excellent customer service.

**3.1.3 Current Coverages.**

3.1.3.1 The District has approximately 564 enrolled employees, 64 enrolled retirees and 3 COBRA participants. The District currently offers employees, dependents and retirees two self-funded medical insurance plans through a Cigna ASO. These medical plans include one PPO plan (Grandfathered plan) and a High Deductible Health Plan. In addition to the two medical plans, retirees also have the option to enroll in a Medicare Advantage plan. To be eligible for the Medicare Advantage plan, Retirees must be enrolled in Part A & B of

Medicare. Respondent(s) are asked to quote stop loss insurance assuming Cigna as the ASO vendor for medical and pharmacy.

3.1.3.2 The District's current waiting period is the first of the month following the date of hire.

3.1.3.3 Section 112.0801, F.S., provides retirees the option of continuing coverage at their cost.

#### **3.1.4 General Provisions.**

3.1.4.1 The District's broker will provide technical support and an analysis and assessment of the responses in support of the District's Evaluation Committee and Executive Director during the District's selection of one or more qualified Respondent(s).

3.1.4.2 If the Agreement is extended by the District, the selected Respondent(s) (Carrier) will provide renewal premiums and rates for the subsequent plan year, commencing on January 1, no later than November 1 of the current year.

3.1.4.3 The proposed rates should be quoted as net of commissions.

### **3.2 SCOPE OF WORK.**

**3.2.1** The District seeks stop loss insurance responses from licensed, qualified insurance carriers for the 2019 plan year beginning January 1, 2019. The District will utilize Cigna as the ASO vendor.

The District is interested in receiving Individual Stop Loss and Aggregate Stop Loss insurance responses outlined in this ITN. During the negotiation and final selection process, Respondents may be asked to provide alternatives, other than those set forth in the attached Exhibits.

**3.2.2 Respondent Requirements.** Each Respondent must provide the following items to enable the District to evaluate each Respondent:

3.2.3.1 Documentation of a rating of at least "B+" by a recognized financial rating service (i.e., A.M. Best).

3.2.3.2 Must be able to provide all licenses required to conduct business in the State of Florida with regard to the products and services requested herein. Copies of all required licenses and certificates must be provided with responses.

3.2.3.3 In addition to the requirements included in Paragraph 1.7, the Exhibits attached to this ITN must be fully completed for the projects and services offered in your response.

3.2.3.3.1 Exhibit I Stop Loss Insurance Terms

3.2.3.3.2 Exhibit II Stop Loss Insurance Rate Sheet

3.2.3.3.3 Exhibit III Questionnaire

3.2.3.4 Sample data reporting capabilities of stop loss payments.

3.2.3.5 Sample employer application.

3.2.3.6 Sample stop loss policy.

3.2.3.7 A copy of any applicable standard Florida governmental or public entity agreement for the services and products offered.

**PART IV – HISTORIC DATA**

**4.1 RATE HISTORY.**

**4.1.1 Medical**

<b>Rate History</b>	<b>2015 Fully Insured</b>	<b>2016 Self-Funded</b>	<b>2017 Self-Funded</b>	<b>2018 Self-Funded</b>
<b>Blue Options 3559</b>				
Employee Only	\$674.36	\$705.10	\$748.38	\$748.38
Employee + One	\$1323.92	\$1,381.98	\$1,466.82	\$1,466.82
Employee + Family	\$1453.82	\$1,523.00	\$1,616.50	\$1,616.50
<b>HDHP 5180/5181</b>				
Employee Only	\$615.46	\$643.26	\$682.76	\$682.76
Employee + One	\$1,211.70	\$1,260.78	\$1,338.18	\$1,338.18
Employee + Family	\$1,330.96	\$1,389.44	\$1,474.74	\$1,474.74
<b>Stop Loss Fees (PEPM)</b>		<b>\$150K Deductible</b>	<b>\$175K Deductible</b>	<b>\$175K Deductible</b>
ASO Fee	N/A	\$61.50	\$61.50	\$63.50
ISL Single Fee	N/A	\$64.46	\$53.22	\$54.59
ISL Family Fee	N/A	\$152.33	\$128.82	\$135.04
ASL Composite Fee	N/A	\$5.28	\$5.51	\$5.35

**4.2 CONTRIBUTIONS (Current).**

**4.2.1 Medical**

<b>MEDICAL - 05180/05181 HDHP</b>	<b>Florida Blue</b>	
<b>Active Employees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$682.76	\$0.00
Employee + One	\$1,323.18	\$15.00
Employee + Family	\$1,449.74	\$25.00
<b>Administrative Employees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$682.76	\$0.00
Employee + One	\$1,338.18	\$0.00
Employee + Family	\$1,474.74	\$0.00
<b>Retirees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$0	\$682.76
Employee + One	\$0	\$1,338.18
Employee + Family	\$0	\$1,474.74

<b>MEDICAL - 3559 PLAN</b>	<b>Florida Blue</b>	
<b>Active Employees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$729.48	\$18.90
Employee + One	\$1,301.88	\$164.94
Employee + Family	\$1,440.82	\$175.68
<b>Administrative Employees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$739.46	\$8.92
Employee + One	\$1,450.04	\$16.78

Employee + Family	\$1,585.04	\$31.46
<b>Retirees</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$0	\$748.38
Employee + One	\$0	\$1,466.82
Employee + Family	\$0	\$1,616.50

<b>Health Savings Account</b>	<b>HealthEquity</b>	
<b>H.S.A.</b>	<b>District</b>	<b>Employee</b>
Employee Only	\$750.00	\$0.00
Employee + Family	\$1,500.00	\$0.00

**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 thirty (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
----------------	-------------

**5.1.2** Vehicle 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, F.S. Workers Compensation insurance and employers' liability insurance with a limit of not less than \$1,000,000.

**5.1.5** Professional liability (Errors & Omissions) insurance in a minimum amount of \$1,000,000.

**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 (5) business days of the Carrier notice of such cancellation or change from its insurance carrier.

## 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, three (3) representatives of the District Evaluation Committee will individually evaluate all responsive and responsible responses against the evaluation criteria described in Section 6.2 below. Concurrent with the District's evaluation, the District's broker 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 1:30 p.m. on November 8, 2018, at the Southwest Florida Water Management District, Brooksville Headquarter, at 2379 Broad Street, Brooksville, Florida 34604-6899, to review the District's broker's 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. The District broker 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
<b>Organization Profile and Qualifications</b> a) Knowledge of subject b) Past performance c) Ability to meet needs and perform work d) Qualifications of Management Team e) Public Entity References	20
<b>Scope of Work - Administration</b> a) Timeliness of claims submission b) Account Administration Support c) Account Implementation d) Access to reporting	20
<b>Total Costs</b> – Based on a comparison of plan premiums, the Respondent whose proposed cost is the lowest, with the highest level of benefit, will receive the highest possible score. All other responses will be scored proportionately.	60

**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. The District broker 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, F.S., negotiations are exempt from Section 286.011, F.S., 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 19, 2018, at the Southwest Florida Water Management District, Brooksville Headquarters, Brooksville, Florida 34604-6899. The BAFOs that are 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 20, 2018, the Notice of Intended Decision will be posted on the District's web site <http://www.watermatters.org/procurement>, at [www.demandstar.com](http://www.demandstar.com) and at 2379 Broad Street, Building No. 4, Reception Area, Brooksville, Florida 34604-6899.

**EXHIBIT I**  
**Stop Loss Insurance Terms**

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

The remainder of this page intentionally left blank.

**EXHIBIT II**  
**Stop Loss Insurance Rate Sheet**

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

The remainder of this page intentionally left blank.

**Exhibit III**  
**Questionnaire Response Form**

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

The remainder of this page intentionally left blank.