

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
INVITATION TO NEGOTIATE (ITN)  
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:    **Brian C. Bickhardt, Senior Procurement Specialist**  
**Phone: 352-796-7211, Ext. 4135; FAX: 352-754-3497; E-mail: Brian.Bickhardt@watermatters.org**

**DATE POSTED:**  
November 8, 2019

**DUE DATE / RESPONSES OPENING DATE:**  
December 4, 2019 at 2:00 p.m. Eastern Time (ET)

**PRE-RESPONSE CONFERENCE: NONE**

**TITLE: ITN 1911 - INSURANCE BROKER SERVICES FOR HEALTH, PROPERTY AND CASUALTY, AND WORKERS' COMPENSATION**

**SPECIFICATIONS:** The Southwest Florida Water Management District (District) seeks the services of a Florida Licensed Insurance Broker(s) for (A) Health, (B) Property and Casualty and (C) Workers' Compensation to assist the District with the development of a strategic plan for the design, negotiation, implementation, analysis, monitoring, measurement and administration of Employee Benefits Insurance Plans, Property and Casualty Insurance and Workers' Compensation 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.

**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.**

FORM 15.00 - 015 (05/07)

# SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## INVITATION TO NEGOTIATE # 1911 INSURANCE BROKER SERVICES FOR HEALTH, PROPERTY AND CASUALTY, AND WORKERS' COMPENSATION

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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, A, B and C of this ITN. Respondents may submit a response(s) to providing services for Part III, A. Health Insurance Broker and/or Part III, B. Property and Casualty Broker and/or Part III, C. Workers' Compensation Broker.

### **1.2 DEFINITIONS.**

"Respondent" means any Florida licensed insurance broker 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. 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 response is addressed in Section 4.2, Organizational Profile.
- 1.7.4 **References.** This section of the response is addressed in Section 4.9, References.
- 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.** 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.**

During the Negotiation Phase, the District will negotiate with the highest ranked Respondent(s), then request the Respondent(s) to provide the District with its best and final offer (BAFO).

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 [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@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.).

Except to the extent authorized in Paragraph 6.3, 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.

#### **1.15 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 contract is executed by both parties.

#### **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.wattermatters.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.**

The contents of the response, including any negotiations, of the successful Respondent will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of the Respondent to accept this condition will result in the cancellation of negotiations or award. The laws of the State of Florida will govern any agreement resulting from this ITN. A sample agreement is attached as Attachment 1. The District reserves the right to include additional provisions if the inclusion is in the best interest of the District, as determined solely by the District.

#### **1.19 INDEMNIFICATION.**

See the Indemnification provision in the attached Sample Agreement.

1.20 **WITHHOLDING PAYMENT.**

See the Compensation provision in the attached Sample Agreement.

1.21 **TERMINATION.**

See the Termination Without Cause provision in the attached Sample Agreement.

1.22 **LAW COMPLIANCE.**

See the Law Compliance provision in the attached Sample Agreement.

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 Office Chief, 2379 Broad Street, Brooksville, Florida 34604; 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 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.**

See Employment Eligibility Verification provision in the attached Sample Agreement.

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: [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@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:

The District seeks the services of a Florida Licensed Insurance Broker(s) for (A) Health, (B) Property and Casualty and (C) Workers' Compensation to assist the District with the development of a strategic plan for the design, negotiation, implementation, analysis, monitoring, measurement and administration of Employee Benefits Insurance Plans, Property and Casualty Insurance and Workers' Compensation Insurance.

### **THIS IS NOT A REQUEST FOR INSURANCE COVERAGE.**

This ITN prohibits Respondents from approaching insurance companies or other underwriting sources for information pertaining to services on behalf of the District until authorized by the District under the terms of the resulting agreement. The District specifically requests that no insurance market contact or solicitation be made at this time. A Respondent's violation of this provision shall result in the rejection of the Respondent's response or cancelation of an award or intended award.

To be considered, **one (1) original, so designated, five (5) hard copies and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the original on a USB 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 December 4, 2019.**



**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 for clarification purposes, from Respondents.

## **2.2 REQUIREMENTS.**

Requirements as listed in this ITN must be provided by every Respondent. In addition, Respondents must meet requirements for each specific line(s) of services applicable to their response.

2.2.1 Respondent must currently be a State of Florida licensed Insurance Agency and have been licensed for five (5) years prior to May 1, 2019.

2.2.2 Respondent must have a rating of at least "A-" by a recognized financial rating service (i.e., A.M. Best).

## **2.3 BACKGROUND INFORMATION.**

The District is one of five regional districts charged by Chapter 373, Florida Statutes, to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

2.3.1 The District has been self-insured for medical insurance since January 1, 2016. Total claims average approximately \$7,000,000 per year. The District offers two medical plans and has a stop loss insurance policy with an individual stop loss limit of \$200,000 and one layered claim. Enrollment averages 535 employees. The District also offers ancillary health insurance that is fully insured which includes two dental plans, vision, life, accidental death and dismemberment, short term and long-term disability, employee assistance program, legal and identity theft protection, critical illness, hospital and accident.

2.3.2 The District currently utilizes USI Insurance Services National, Inc. f/k/a Wells Fargo Insurance Services USA, Inc. to provide property and casualty insurance broker services to manage its various risks for facilities, fleet, and other property. The District's Total Value Insured is in excess of \$104 million dollars and contents in excess of \$6 million dollars. There are currently 134 structures and 190 fleet items of trucks, vehicles, boats and heavy machinery.

2.3.3 The District is mandated by Chapter 440, Florida Statutes, to provide workers' compensation protection to its employees. The District has been a self-insured employer for this protection since 1990. Claims average from 2009 to 2019 are as follows: claims total of 210 with an average of 21 per year; total loss of \$1,503,000 with an average of \$150,300 per year; with only 3 large losses in that 10 year period. The program funds pay the medical expenses, indemnity benefits and any settlements generated by current and prior workers' compensation claims. In addition, the program pays an assessment fee for administrative costs and to support the special disability trust fund charged by the Florida Department of Labor and Employment Security, Division of Workers' Compensation, against all self-insured workers' compensation employers. The District has excess workers' compensation insurance coverage. This excess policy protects the District from

any catastrophic workers' compensation loss with a self-insured retention of \$500,000 per occurrence. The District contracts with a third-party administrator qualified to process workers' compensation medical and indemnity payments and to issue appropriate information in a timely manner.

#### 2.4 **TERM OF CONTRACT(S).**

The expected term of the contract(s) resulting from this ITN is two (2) years, with the option for three (3) additional one (1) year renewal periods, upon the mutual written agreement of both parties.

#### 2.5 **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.....	November 8, 2019
Due date for Respondents to submit responses (2:00 p.m.) .....	December 4, 2019
Evaluation Committee Meeting (10:00 a.m.).....	December 11, 2019
Notice of Intended Decision, anticipated posting date .....	December 18, 2019
Submittal of all Final Contract, Documents and Paperwork.....	December 31, 2019
Property and Casualty & Workers' Compensation Contract Effective Date.....	January 1, 2020
Health Contract Effective Date.....	January 1, 2020

General ITN questions will be answered by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m., Eastern Time. Technical ITN questions will be addressed as set forth in Section 1.11, Technical Questions.

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 4135; fax number 352 754 3497; E-mail: [Brian.Bickhardt@watermatters.org](mailto:Brian.Bickhardt@watermatters.org).

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**PART III – NATURE OF SERVICES REQUIRED**  
**A. HEALTH INSURANCE BROKER**

**3.1 PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Health Insurance Broker to serve as a liaison between the insurance companies and the District. These services will include, but shall not be limited to, assisting the District in the selection of health insurance plans, contract administration, customer service for administration and claims, compliance reviews and proactive input on health insurance related concerns. The selected Respondent must assist the District with the solicitation, review, negotiation and implementation of cost effective employee benefits insurance plans to be offered to District employees.

**3.2 SCOPE OF WORK.**

The successful Respondent shall provide the following services to the District, as needed.

- 3.2.1 Assist in determining specifications for future medical, dental and other insured employee benefits coverage including but not limited to life insurance, accidental death and disability, long term disability, vision, supplemental, discounted programs, health and wellness, etc.
- 3.2.2 Assist with development of procurement documents in accordance with District specifications and procurement procedures.
- 3.2.3 Assist with identification of appropriate markets for desired medical, dental and other insured employee benefits.
- 3.2.4 Analyze and evaluate medical, dental and other insured employee benefits products submitted for consideration by providers and provide options and make recommendations.
- 3.2.5 Assist with contract negotiation.
- 3.2.6 Audit resulting contracts for accuracy of coverage and contract compliance.
- 3.2.7 Regularly assess current market trends involving employee benefits.
- 3.2.8 Assist with annual medical, dental and other insured employee benefits procurements and renewals, including negotiation of changes in contracts in accordance with the terms of the provider's solicitation.
- 3.2.9 Provide thorough analysis and recommendations for medical, dental and other insured employee benefits for quality of benefits provided, cost effectiveness, competitiveness and plan administration on an annual basis.
- 3.2.10 Maintain active and ongoing communications with the providers to ensure smooth operation and delivery of benefits, as well as facilitating prompt review and resolution of plan and claims administration issues.
- 3.2.11 Provide a dedicated customer service team to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.
- 3.2.12 Provide plan design and financial management performance updates for all brokered benefit plans, at least quarterly, via detailed analysis, review, and evaluation of costs, claims, and trends.

- 3.2.13 Provide "Annual Stewardship Report," which will include complete accounting of fees and commissions earned on the account, observations on relevant changes in the insurance market, view on loss exposures facing the District and loss control activities.
- 3.2.14 Serve as a resource to District staff on Federal and State benefits laws, including but not limited to: COBRA, HIPAA, FMLA, the Affordable Health Care Act, ADA, etc.
- 3.2.15 Promptly inform District staff of changing legislation and legal decisions affecting employee benefits and consult with District's Office of General Counsel on methods of compliance.
- 3.2.16 Assist with legally required reporting and compliance with statutes, rules, regulations and codes, including required employee communications and notices.
- 3.2.17 Make regularly scheduled visits to District service offices to provide information and guidance, respond to questions, solve problems, and assist with benefit administration.
- 3.2.18 Assist in the development of the annual open enrollment benefits package and participate in open enrollment meetings for all employees.
- 3.2.19 Assist with development of year-round informational and wellness materials, communications, employee meetings, health events (such as health fairs and screenings), etc. to maximize employees' knowledge and understanding of how to be the best consumer of the employee benefits plan.
- 3.2.20 Provide on-site employee enrollment meetings for new hires.

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### 3.3 **PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

January	Execution of Brokerage Agreement.
February (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Employee Benefits Insurance Plans.
April	Receive and review responses from providers
July	If ITN for new coverage is not needed, begin renewal process for existing insurance plans to renew Jan. 1 the following year.
August	Get new providers in place and begin transition activities and implementation of new plan(s).
August and September	Coordinate with selected Respondent, provider(s) and the District's Information Technology Bureau (ITB) to set up structure of new plan(s) in system and perform operational and data transfer testing, troubleshooting, and issue resolution; Begin preparing communication to employees regarding upcoming open enrollment, with assistance of Broker and provider(s).
October	Communicate details of new plan(s) to employees and retirees through Internal Communications, <i>Currents</i> , employee open enrollment meetings, with assistance of the District and provider(s).
November and December	Assist with testing files between Human Resource Information System (HRIS) and provider sites and set up for Jan. 1 launch.
Late November – early December	Communication of plan enrollment verification details and legally required information, issuance of new insurance cards, etc., from medical and dental provider(s) to employees, retirees and dependents.
January 1	New health insurance plan year begins.

### 3.4 **COMPENSATION.**

Respondents shall submit a compensation plan for services detailed in this, Part III, A. Health Insurance Broker, disclosing any commissions anticipated to be received by Respondent from providers and vendors for work to be performed under this ITN. Include (if applicable) a detailed fee schedule for Implementation Team Members, as defined in Paragraph 4.6, and other anticipated costs. Respondents must propose both a commission-based compensation and a flat broker rate option.

**PART III – NATURE OF SERVICES REQUIRED (continued)**  
**B. PROPERTY AND CASUALTY BROKER**

**3.1 PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Property and Casualty Broker to assist the District with the development of a strategic plan for the design, negotiation, analysis, monitoring, measurement and administration of the most cost-effective, best valued broker services. The selected Respondent will assist the District with the solicitation, review, negotiation and implementation of cost-effective property and casualty services.

**3.2 SCOPE OF WORK.**

The selected Respondent shall provide the following services to the District, as needed.

3.2.1 The selected Respondent shall work closely with the District's Risk Management staff to routinely evaluate risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way, including:

- 3.2.1.1 Analyze the District's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by the District.
- 3.2.1.2 Perform catastrophe or other modeling to determine levels of exposure to risks.
- 3.2.1.3 Assist the District in evaluating the appropriate levels for risk mitigation.
- 3.2.1.4 Advise the District on the various alternatives to handling risks through various forms of insurance, self-insurance, and deductible levels.
- 3.2.1.5 Advise the District on pertinent insurance matters and attend risk management meetings with the District as desired during the year.
- 3.2.1.6 Assist in the development of risk management policies and procedures for the District as requested.
- 3.2.1.7 Make recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program and guidance regarding self-insurance.
- 3.2.1.8 Bind insurance coverage to the District beyond insurance expiration dates while renewal policies are being put into place.
- 3.2.1.9 Provide research assistance and consultation on risk management issues.
- 3.2.1.10 Promptly and accurately process insurance policy endorsements and other change requests as needed.
- 3.2.1.11 At a minimum conduct an annual review with the Human Resources Office Chief of the premium/claims history of the District for the policies purchased.
- 3.2.1.12 Provide training to District Risk Management staff.

3.2.2 Assist with all tasks related to the annual renewal process for all property and casualty insurance coverages available including:

- 3.2.2.1 Assist with a marketing plan to include competitively soliciting at least three (3) quotes from providers or administering a formal solicitation in accordance with District specifications and procurement procedures.
- 3.2.2.2 Assist the District in developing optional coverage and limit structures for property and casualty lines of coverage.
- 3.2.2.3 Review the District's property data and advise of any data elements needed for underwriting evaluations, including sufficiency of Construction, Occupancy, Protection and Exposure (COPE) data.

- 3.2.2.4 Advise the District of availability of coverage and alternative risk transfer mechanisms for casualty lines of coverage; and notify the District of any data elements needed for underwriting evaluations, after a review of claim data.
- 3.2.2.5 Advise the District of current market pricing and availability of insurance coverage at least four months prior to the expiration of insurance coverage then in effect.
- 3.2.2.6 Annually, analyze the insurance market conditions, taking into account other insurance programs competing with the District's program for insurance coverage, seasonable perils, reinsurance treaty dates and any other factors that may affect insurance availability and pricing, and advise the District of the best time to procure insurance coverage.
- 3.2.2.7 Annually, review the District's policy for possible changes/enhancements and to ensure that the policy's language, coverage and exclusions are consistent with the District's certificate of coverage.
- 3.2.2.8 Serve as subject matter experts to the District on upcoming insurance procurements; and formulate a price and coverage negotiating strategy to support the District's choice of the recommendations presented on the insurance procurement.
- 3.2.2.9 Assist with the coordination of the renewal process and provide to the District a renewal notification detailing anticipated coverage, limit, retention and pricing changes at least three months prior to policy inception and each year thereafter during the contract period.
- 3.2.2.10 Assist with the drafting of the insurance specifications, compile underwriting information and other pertinent information with the input of the District.
- 3.2.2.11 Prepare formal market submissions for distribution to underwriters, submit the market submission to the District for distribution approval, and distribute the approved market submission to underwriters on behalf of the District in a timely manner.
- 3.2.2.12 Negotiate renewal terms, conditions and pricing on behalf of and in conjunction with the District; place all insurance coverage approved by the District.
- 3.2.2.13 If applicable, fully disclose the amount and percentage of commission to be paid by the selected Respondent to any excess insurance broker, intermediary or wholesaler used in the placement process, and state their relationship, if any, to the selected Respondent.
- 3.2.2.14 Report placement results to the District and bind coverage as directed by the District; and obtain all necessary binding documents in a timely and effective manner.
- 3.2.2.15 Check binders, policies and endorsements to ensure they are issued according to specifications before delivery to the District.
- 3.2.2.16 Forward binders to the District before or on the policy's effective date.
- 3.2.2.17 Issue endorsements and insurance certificates as may be needed based on the insurance program structure.
- 3.2.2.18 Provide an annual summary of program terms and costs to the District that includes:
- market review that lists all carriers that were approached;
  - their AM Best rating;
  - insurer status (admitted or non-admitted);
  - marketing status (quoted, declined, accepted, bound);
  - quoted amounts/comments;
  - synopsis of current market conditions;
  - renewal results with comparisons to the expiring policies;
  - renewal program coverage quilt/mosaic;



- a premium summary listing all carriers;
  - amounts authorized, price, and sorted by coverage layer and detailing any assessments or surcharges;
  - summary of the District's exposures;
  - catastrophe modeling summary and results;
  - any disclosures customarily provided by the selected Respondent to the District at the time of renewal; and
  - provide a disclosure in the annual summary that no income other than the compensation allowed by the Agreement has been received by the Respondent for services provided during the period covered by the annual summary.
- 3.2.2.19 Provide policies to the District as soon as issued or received by the providers, or upon instructions by the District:
- collect all policies;
  - consolidate policies into a binder and submit the binder to the District once all policies have been received;
  - ensure the timely billing of all documents and premiums;
  - In the event a Notice of Cancellation has been issued due to nonpayment of premium, act on the District's behalf to resolve the issue with the Insurer and maintain insurance coverage;
  - assist the District with exposure issues or insurance contract provisions as needed on an ongoing basis;
  - evaluate the commitment and financial stability of the provider on an ongoing basis;
  - notify the District of any changes in the provider's AM Best ratings;
  - notify the District of any additional coverage that may become available in the marketplace that could be advantageous to the District and assist in the procurement of such coverage as instructed by the District; as needed but at least semi-annually;
  - present market updates to keep the District informed of any conditions or developments that may affect existing policies or future insurance placements;
  - act as a liaison with the provider that requests property inspections; and
  - assist the District in responding to and implementing any recommendations made as a result of property inspections.

### 3.2.3 Claims Administration.

- 3.2.3.1 Prepare and issue all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.
- 3.2.3.2 Coordinate notice of claims and/or losses to underwriters and act as a facilitator during the claim process.
- 3.2.3.3 Work closely with providers and act as a liaison between the District and providers that are contracted by the District to assist in areas that include, but are not limited to, delivering provider policies to the District, handling invoice issues, and other issues that may arise.
- 3.2.3.4 Answer questions and resolve coverage issues related to policy coverage, work with the District's management, legal counsel and/or auditors to provide needed information and expertise.
- 3.2.3.5 Respond in a timely manner to audit inquiries and attend meetings related to audits involving risk management.
- 3.2.3.6 Advise the District of trends and/or changes in the insurance industry.

- 3.2.3.7 Make presentations to the District's Governing Board, Board committees or management.
- 3.2.3.8 Coordinate reporting of claims with third party administrators.
- 3.2.3.9 Review the District contracts to determine if additional risk exposures are present. Assist the District in re-evaluating insurance requirements for various contracts (design, construction and service). Review certain leases, agreements for insurance requirements, assumption of liability and other risk management issues.
- 3.2.3.10 Prepare and submit special reports, loss analyses, SOC\_1 Type-2 report, etc.
- 3.2.3.11 Obtain proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.
- 3.2.3.12 Coordinate the selection of a mutually agreed upon adjusting firm that has experience in adjusting catastrophic losses.
- 3.2.3.13 Forward notification provided by the District to the insurers of any large losses reported above thresholds to be established by the provider for individual and aggregate losses on a per occurrence basis.
- 3.2.3.14 In the event that losses from an occurrence exceed the District's self-insured retention, act as an advocate for the District and as an intermediary between the District, providers and the mutually agreed upon adjusting firm to facilitate communications, data exchange and prompt resolution of claims.
- 3.2.3.15 Provide general assistance in the administration of the District's program.
- 3.2.3.16 Provide additional services as may be assigned in accordance with the agreement and this Part III Nature of Services Required, Subpart B. No work will be complete under additional service without prior written authorization from the District to perform the work.

#### 3.2.4 Contract Manager.

- 3.2.4.1 The selected Respondent's Lead Account Manager or Contract Manager must have one or more of the following certificates or accreditations: Chartered Property Casualty Underwriter (CPCU); Accredited Advisor in Insurance (AAI); Certified Insurance Counselor (CIC); Associate in Risk Management (ARM). The selected Respondent must employ individuals who are appropriately licensed and registered with the State of Florida. Only licensed and registered employees of the selected Respondent shall provide services under the Agreement.
- 3.2.4.2 At a minimum, the selected Respondent shall assign a Contract Manager to work directly with the District's designated Contract Manager and other staff in providing the services specified in the Agreement. The District's Contract Manager shall coordinate all activities between the District and the selected Respondent.

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### **3.3 PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

October	Execution/Renewal of Brokerage Agreement.
June (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Property and Casualty Insurance Plans.
July-August	Receive and review responses from Property and Casualty Insurance Plans. Advise the District of current market pricing and availability of insurance coverage.
August 30 <sup>th</sup>	Provide to the District a renewal notification detailing anticipated coverage, limit, retention and pricing changes. Get new providers in place and begin transition activities and implementation of new plan(s).
September	Communicate details of new plan(s) to stakeholders with assistance of the District and provider(s).
September	Coordination and execution of contracts or renewals with providers for Property and Casualty services.
October 1	New property and casualty insurance plan year begins.

### **3.4 COMPENSATION.**

Respondents shall submit a compensation plan for services detailed in this Part III, B. Property and Casualty Broker, disclosing any commissions anticipated to be received by the Respondent from providers and vendors for work to be performed under this ITN. Include (if applicable) a detailed fee schedule for the Implementation Team members, as defined in Subparagraph 4.6, and other anticipated costs. In addition, Respondent may also submit a flat fee proposal option.

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**PART III – NATURE OF SERVICES REQUIRED (continued)**  
**C. WORKERS' COMPENSATION BROKER**

**3.1 PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Workers' Compensation Broker to assist the District with the development of a strategic plan for the design, negotiation, implementation, analysis, monitoring, measurement and administration of the most cost-effective workers' compensation programs. The District is self-insured.

**3.2 SCOPE OF WORK.** The selected Respondent shall provide the following services to the District, as needed:

- 3.2.1 Audit stop loss contracts for accuracy of coverage, terms and conditions.
- 3.2.2 Assist with annual workers' compensation renewals, including negotiation of changes in stop loss contracts.
- 3.2.3 Assist with development of procurement documents in accordance with District specifications and procurement procedures.
- 3.2.4 Assist with identification of appropriate markets for workers' compensation.
- 3.2.5 Analyze and evaluate workers' compensation products submitted for consideration by providers and provide options and make recommendations.
- 3.2.6 Review the quality of workers' compensation provided, cost effectiveness, competitiveness and administration on an annual basis.
- 3.2.7 Monitor ongoing stop loss contracts, including third party administrators, to ensure contract compliance.
- 3.2.8 Analyze claim history and utilization at least quarterly.
- 3.2.9 Provide information on workers' compensation issues, trends and proposed or new legislation.
- 3.2.10 Meet with the District staff as needed.
- 3.2.11 Provide a key contact person to answer questions and resolve issues that arise regarding employee workers' compensation, contract administration, and service provisions.
- 3.2.12 Perform other related consultation services as needed or requested.

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### 3.3 **PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

October	Execution of Brokerage Agreement.
June (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Workers' Compensation Insurance Plans.
July-August	Receive and review responses from Workers' Compensation Insurance Plans.
August 30 <sup>th</sup>	Get new providers in place and begin transition activities and implementation of new plan(s).
September	Communicate details of new plan(s) to stakeholders with assistance of the District and provider(s).
September	Coordination and execution of contracts or renewals with providers for workers' compensation services.
October 1	New workers' compensation insurance plan year begins.

### 3.4 **COMPENSATION.**

It is the District's expectation that the workers' compensation brokerage fees and commissions for services detailed in Part III, C. Workers' Compensation Broker, will be borne by the selected provider.

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## **PART IV - ORGANIZATIONAL AND PROFESSIONAL QUALIFICATIONS**

### **4.1 GENERAL INFORMATION.**

Responses to this ITN must clearly demonstrate that the Respondent has the required qualifications, expertise, competence and capabilities to effectively perform the services mentioned in PART III, A. Health Insurance Broker and/or Part III, B. Property and Casualty Broker and/or Part III, C. Workers' Compensation Broker.

Respondents should have experience with public entities the size of the District or greater and must have experience with significant facilities and fleets in multiple locations. Experience with water management districts is a plus.

### **4.2 ORGANIZATIONAL PROFILE.**

- 4.2.1 An overview of the organization, including at a minimum: location(s), size, brief historical background, years in business, business structure of the firm (i.e. corporation, partnership, LLC), range of activities and services provided. (Maximum of three (3) pages)
- 4.2.2 Description of the organizational structure, including an organization chart and a chart of job categories with the total number of employees for each category. (Maximum of two (2) pages)
- 4.2.3 Description of the business philosophy and management style. (Maximum of two (2) pages)
- 4.2.4 A list of complaints related to the service(s) the Respondent is proposing to provide, that have been filed with the State Insurance Commissioner's Office during the ten (10) years prior to May 1, 2019, including the nature of the complaint and the disposition.
- 4.2.5 Identify any existing provider relationship that may prevent you from acting independently and providing objective advice and guidance. (Examples include overrides, commission agreements, preferred contracts, pricing based on volume, etc.)
- 4.2.6 Provide all Respondent policies and procedures relating to the services the Respondent is proposing, including, but not limited to conflicts of interests; receipt of contingency compensation from provider; internal and external audits of Respondent; employee training concerning the duty of care and full disclosure owed to Respondent's clients.
- 4.2.7 Describe what makes your organization unique from other organizations that may provide the same services.
- 4.2.8 Provide the total number of clients that Respondent currently provides services to for the proposed brokerage services in this ITN; and the number of those clients that are Florida public entities. (Maximum of one (1) page)

### **4.3 ABILITY TO PROVIDE REQUIRED SERVICES.**

Overall ability to provide the services required in Part III, A. Health Insurance Broker and/or Part III, B. Property and Casualty Broker and/or Part III, C. Workers' Compensation Broker of this ITN based upon specific experience, expertise and performance history.

- 4.3.1 Description of Respondent's contractual relationships, if any, with organizations or entities necessary for the implementation of the response (i.e., actuarial services, data information services, etc.). (Maximum of one (1) page per entity or organization described)

- 4.3.2 Describe the Respondent's general approach and philosophy regarding communication and customer service interaction with clients. (Maximum of two (2) pages)
- 4.3.3 Describe how the Respondent will maintain the confidentiality of District records and data, including but not limited to, any security procedures for accessing, sending and storing data that are currently in place.
- 4.3.4 Describe in detail your administrative capabilities on compliance issues

#### 4.4 **DELIVERY OF CLIENT SUPPORT AND ASSISTANCE**

- 4.4.1 Describe Respondent's analysis methodology of the direction and priorities of the District's employee Health Benefit and/or Property and Casualty and/or Worker's Compensation insurance to determine recommended changes and project future trends. (Maximum of three (3) pages)
- 4.4.2 Describe Respondent's approach and methodology for gathering information on current market trends and legislative developments used to assist clients in developing a strategic employee Health Benefit and/or Property and Casualty and/or Worker's Compensation insurance. (Maximum of three (3) pages)
- 4.4.3 Describe anticipated involvement in the District's annual provider selection or renewal process, including regarding process timeframes, negotiation of rates and provider selection. (Maximum of three (3) pages)
- 4.4.4 Describe Respondent's process for assisting clients in the selection of an employee Health Benefit and/or Property and Casualty and/or Worker's Compensation insurance vendor. Explain experience and expertise that would specifically benefit the District in this process
- 4.4.5 Describe the communication strategy by the Respondent. Specifically include a description of the tools or resources available to assist clients in effectively communicating not only the specific plan details but also the value offered.
- 4.4.6 Identify the training resources that the Respondent provides to assist clients in educating and training their staff.
- 4.4.7 Describe Respondent's anticipated involvement in the facilitation or participation in implementation, communication, enrollment and training of District staff.
- 4.4.8 Provide evidence of Respondents previous cost control programs, plans or self-funded policies.
- 4.4.9 Provide work samples that demonstrate Respondent's ability to meet and exceed expectations outlined in the Scope of Work.
- 4.4.10 Describe how Respondent's organization strives to streamline services for your clients. Include any services you provide for automation of the process (i.e., electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
- 4.4.11 Describe how Respondent's firm provides continuing education to ensure that each broker is educated on current market trends and legislative developments? How is this information communicated to your clients?



#### 4.5 **CUSTOMER SERVICE / CLAIMS RESOLUTION.**

- 4.5.1 Identify the structure of the customer service team that will be assigned to the District, including:
  - 4.5.1.1 Location of Respondent office(s) at which customer service representatives are located.
  - 4.5.1.2 Number of employees located in Respondent's customer service office(s).
  - 4.5.1.3 Hours of operation for Respondent's customer service office.
  - 4.5.1.4 Customer service toll free number.
  - 4.5.1.5 Commitment that customer service representatives will be present at District offices when requested by the District as required by this ITN.
- 4.5.2 Describe the typical group load of a customer service representative, including the following
  - 4.5.2.1 Total number of clients.
  - 4.5.2.2 Total number of lives and/or assets administered and/or insured.
  - 4.5.2.3 Maximum number of lives for which a customer service representative is responsible.
- 4.5.3 Describe Respondent's customer service problem or issue resolution process. (Maximum of two (2) pages)
- 4.5.4 Describe Respondent's ongoing claims questions or problems support to be provided to the District.
- 4.5.5 Identify the Respondent's home webpage address.
- 4.5.6 Identify the Respondent's web-based customer service website address (if different from the home webpage address).
- 4.5.7 Describe Respondent's protocols to assure the security of customer service website. (Maximum of two (2) pages)
- 4.5.8 Describe the ongoing administration (i.e. billing and enrollment) Respondent will provide to the District.

#### 4.6 **IMPLEMENTATION TEAM QUALIFICATIONS.**

- 4.6.1 Provide an implementation team organization chart identifying the structure of the team and identifying the key personnel that will implement the Respondent's services (Implementation Team Members). The Implementation Team must include an Account Executive and all Implementation Team Members must be employees of the Respondent. (Maximum of one (1) page)
- 4.6.2 Provide the resumes for each Implementation Team Member who will assist in the integration of services with District staff and systems, detailing their role on the team and their qualifications to provide services to the District including the following as applicable: (Maximum of two (2) pages per team member)
  - 4.6.2.1 Evidence that the Respondent's Account Executive has at least 5 years' experience, prior to May 1, 2019, managing services for public entity medical, dental, workers' compensation and other insured employee benefits, as applicable, for similar-sized or larger public entities located in Florida. Such services may include account set-up, relationship/vendor management or customer service relationship management for clients.

4.6.2.2 Evidence that Implementation Team members have at least two (2) years' experience, within the last five (5) years, prior to May 1, 2019, providing services related to medical, dental, workers' compensation and other insured employee benefits. Such services may include account set-up, relationship/vendor management or customer service relationship management for clients.

4.6.2.3 Evidence (copies of relevant licenses and certifications) that all members of the Implementation Team meet all licensing and/or certification requirements necessary to conduct business in the State of Florida with regard to the services requested herein.

4.6.3 Brief description of the level of service and support Implementation Team Members will provide on an on-going (day-to-day) basis. (Maximum of two (2) pages)

#### **4.7 PERFORMANCE REQUIREMENTS.**

4.7.1 The Respondent shall adhere to the performance standards in the Performance Schedules specified in section 3.3 of Part III, A. Health Insurance Broker and/or Part III, B. Property and Casualty Broker and/or Part III, C. Workers' Compensation Broker.

4.7.2 All communications marked "urgent" will be responded to on the same day. All phone calls will be returned within 24 hours.

4.7.3 All communications requiring a response will be responded to within three (3) business days of receipt, even if only by an acknowledgement.

4.7.4 All meetings with the District where decisions are scheduled to be made, commitments are scheduled to be made, technical advice is scheduled to be given or information is scheduled to be exchanged will be confirmed in writing (email or letter) to the District at least seven (7) business days prior to the meeting date. The District may waive this requirement when conditions do not allow the required notice to be given.

4.7.5 Cooperate fully with State of Florida auditors concerning any confirmation or other information necessary to complete an audit.

#### **4.8 REFERENCES**

4.8.1 Respondent must provide at least five (5) separate, relevant, and verifiable references for Florida public entities that use the Respondent's proposed services for Health and/or Property and Casualty and/or Workers' Compensation insurance. Each reference must be able to comment on Respondent's relevant experience. References must be public entities of similar size or larger than the District. The District cannot be used as a reference

4.8.2 For each reference, please submit a summary sheet indicating:

4.8.2.1 Name of the entity

4.8.2.2 Number of covered members (employees, dependents, retirees, etc.)

4.8.2.3 Time period during which services were provided

4.8.2.4 Type of benefit programs addressed

4.8.2.5 Summary and scope of work provided by Respondent

4.8.2.6 Contact name, address, e-mail address and phone number

### **PART V – INSURANCE REQUIREMENTS**

#### **5.1 INSURANCE REQUIREMENTS.**

See the Insurance Requirement provision in the attached Sample Agreement.

## **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. The Evaluation Committee members will meet at a public meeting at 10:00 a.m. on December 11, 2019, at the Southwest Florida Water Management District, Brooksville Headquarter, 2379 Broad Street, Brooksville, Florida 34604-6899, to review the responses, discuss their evaluations and to select one or more of the highest ranked Respondents with which to commence negotiations.

### **6.2 EVALUATION METHOD AND CRITERIA.**

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

<b>Evaluation Criteria</b>	<b>Total Possible Points</b>
<b>I. Quality of Response (including but not limited to)</b> 1. Work product quality 2. Adherence to ITN requirements	<b>10</b>
<b>II. Organization Profile and Qualifications (including but not limited to)</b> 1. Overview of background, history, structure and experience 2. Philosophy and management	<b>10</b>
<b>III. Ability to provide the services required (including but not limited to)</b> 1. Ongoing insured services for public entity clients in Florida 2. Work history with insured providers 3. References	<b>25</b>
<b>IV. Implementation Team Qualifications (including but not limited to)</b> 1. Qualifications of Implementation Team Members (Org chart, resumes, licenses/certifications, references)	<b>5</b>
<b>V. Delivery of Client Support and Assistance (including but not limited to)</b> 1. Understanding client priorities 2. Planning and renewal assistance 3. Provider identification and selection assistance 4. Client cost and efficiency improvements 5. Online tools and assistance 6. Education/training of client staff 7. Work samples 8. Supplemental information	<b>25</b>
<b>VI. Customer Service/Claims Resolution (including but not limited to)</b> 1. Availability/accessibility of customer service assistance 2. Availability of online/web-based tools for customer care and assistance 3. Security of online site and data 4. Capability of handling benefit eligibility, open enrollment, changes in status and terminations.	<b>15</b>
<b>VII. Compensation (including but not limited to)</b> 1. Proposed structure and detail of compensation plan (lowest cost) to the District will receive more weight. <i>"In the case of Workers' Compensation, if the cost will be borne by the selected provider, the full 10 points will be awarded."</i>	<b>10</b>
<b>Total:</b>	<b>100</b>

### 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). 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 in this ITN.

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 BAFO(s) 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 final decision as to which Respondent the District will award lies with the District's Executive Director.

The District anticipates that on, or shortly after December 18, 2019, 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.

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ATTACHMENT 1

SAMPLE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
(FULL NAME OF BROKER)

FOR  
INSURANCE BROKER SERVICES FOR HEALTH, PROPERTY AND CASUALTY, AND WORKERS'  
COMPENSATION

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and *FULL NAME OF BROKER*, a *private corporation, partnership, etc.*, whose principal address is \_\_\_\_\_, hereinafter referred to as the "BROKER."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the BROKER to assist the DISTRICT with the development of a strategic plan for the design, negotiation, implementation, analysis, monitoring, measurement and administration of the most cost-effective insurance programs, hereinafter referred to as the "PROJECT"; and

WHEREAS, the BROKER represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

WHEREAS, the DISTRICT and the BROKER have agreed on the type and extent of services to be rendered by the BROKER and the amount and method of compensation to be paid by the DISTRICT to the BROKER for services rendered.

NOW THEREFORE, the DISTRICT and the BROKER, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The BROKER will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT. In accordance with the status of an Independent Consultant, the BROKER covenants and agrees that the BROKER will conduct business in a manner consistent with that status, that the BROKER will not claim to be an officer or employee of the DISTRICT for any right or privilege applicable to an officer or employee of the DISTRICT, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; or retirement membership.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT:  
(for Property and Casualty & Workers'  
Compensation Broker Services)

TBD  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

Project Manager for the DISTRICT:  
(for Health Broker Services)

Courtney Marion  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

Project Manager for the BROKER:

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

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 2.1. The DISTRICT'S Project Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Project Manager is not authorized to approve any time extension, which will result in an increased cost to the DISTRICT, or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
- 2.2. The DISTRICT'S Project Manager is authorized to adjust a non-fixed price line item amount contained in the Compensation Plan set forth in Exhibit "B." The authorization must be in writing, explain the reason for the adjustment, and be signed by DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Project Manager is not authorized to a) make changes to the Nature of Services Required as set forth in Exhibit "A", b) change any aspects of the Compensation Plan set forth in Exhibit "B" except as expressly authorized in this Subparagraph, or c) approve any increase in the not-to-exceed amount of this Agreement.

### 3. SCOPE OF WORK.

Upon receipt of a written notice to proceed from the DISTRICT, the BROKER agrees to timely perform the requested services in accordance with the Nature of Services Required set forth in Exhibit "A," the BROKER'S response to Invitation to Negotiate (ITN) 1911 pertaining to the BROKER'S provision of awarded services without regard to proposed compensation contained therein, and the Compensation Plan set forth in Exhibit "B." Any changes to this Scope of Work, except as otherwise authorized in this Agreement, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the BROKER prior to being performed by the BROKER, subject to the provisions of Paragraph 4, Compensation.

- 3.1. The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 3.2. The DISTRICT and the BROKER hereby recognize the specialized expertise of the Implementation Team Members as identified in the BROKER'S response to ITN 1911. Both parties further agree that any changes to the Implementation Team would require prior written approval from the DISTRICT. Such approval must be in writing, explain the

reason for the change and be signed by the DISTRICT'S Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.

- 3.3. Supplemental Services, if required, shall be authorized by a Purchase Order (PO), unless such services are included in a fixed price amount set forth in the Compensation Plan. The PO shall detail the scope of work to be performed, deliverables, performance schedule and cost, based on the Fee Schedule set forth in the Compensation Plan.

#### 4. COMPENSATION.

The DISTRICT agrees to pay the BROKER for all services provided in Exhibit "A," Nature of Services Required in accordance with the Compensation Plan set forth in Exhibit "B" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice, as defined in subparagraph 4.2 of this Agreement for work satisfactorily performed by the BROKER. Should this Agreement terminate before the DISTRICT enters into contracts with insurance providers, the BROKER shall not be entitled to any compensation. Invoices shall be submitted by the BROKER to the DISTRICT electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 1166  
Brooksville, Florida 34605-1166

- 4.1. The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2. All invoices must include the following information: (1) BROKER'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) BROKER'S invoice number and date of invoice; (3) DISTRICT Agreement number ; (4) Dates of service; (5) BROKER'S Project Manager; (6) DISTRICT'S Project Manager; (7) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion (based upon the Compensation Plan and performance schedule in this Agreement); and (8) Any additional information that may be required under a PO. The final invoice will include information relating to the amount of expenditures made to disadvantaged business enterprises (based on the requirements contained in Paragraph 24). Invoices that do not conform with this paragraph will not be considered a proper invoice.
- 4.3. If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the BROKER in writing that the invoice is improper and indicate what corrective action on the part of the BROKER is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of this Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4. In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the BROKER will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The BROKER is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the



Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Executive Director. The Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The BROKER will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the BROKER'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.

- 4.5. By October 5<sup>th</sup> of each year of the Agreement, the BROKER must provide the following documentation to the DISTRICT for all services performed through September 30<sup>th</sup>: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6. The Compensation Plan includes any travel expenses which may be authorized under this Agreement
- 4.7. Upon execution of this Agreement by the parties, the Broker shall be authorized to contact the DISTRICT's insurance carriers pursuant to the Agent of Record, attached hereto as Exhibit "C".
- 4.8. Each BROKER invoice must include the following certification, and the BROKER hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Broker Services agreement between the Southwest Florida Water Management District and *Full Name of Broker* (Agreement No. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance with the approved Compensation Plan."

- 4.9. The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due the BROKER 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 BROKER or its affiliates to the DISTRICT against any payments due the BROKER under any contract with the DISTRICT. This paragraph will survive the expiration or termination of this Agreement.

## 5. CONTRACT PERIOD.

This Agreement will be effective upon execution by all parties and will remain in effect through \_\_\_\_\_, 202\_, unless terminated, pursuant to Paragraphs 14 and 15 below, or as amended in writing by the parties.

## 6. PROJECT RECORDS AND DOCUMENTS.

- 6.1. The BROKER, upon request, shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the BROKER 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 BROKER shall maintain all such records and documents for at least five (5) years following completion of this Agreement.
- 6.2. Each party shall allow public access to PROJECT 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 BROKER 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 BROKER 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 BROKER or keep and maintain public records required by the DISTRICT to perform the service. If the BROKER transfers all public records to the DISTRICT upon completion of this Agreement, the BROKER shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the BROKER keeps and maintains public records upon completion of this Agreement, the BROKER 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

- 6.3. IF THE BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, 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 contact information will be provided to the BROKER in writing.

- 6.4. This paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

**7. OWNERSHIP OF REPORTS, DOCUMENTS AND OTHER MATERIALS.**

The BROKER will provide the DISTRICT with any and all reports, analysis, models, studies, or other documents resulting from the PROJECT at no cost to the DISTRICT.

- 7.1 All original documents prepared by the BROKER are instruments of service and shall become property of the DISTRICT. The use of data gathered under this Agreement, excluding the data in the public domain, shall not be used in connection with other contracts or for other clients of the BROKER without the written permission of the DISTRICT. The BROKER will provide the DISTRICT with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the DISTRICT in a format suitable for hard copy print out. The BROKER shall retain ownership and property interest in its pre-existing intellectual property and pre-existing work products.
- 7.2 The BROKER shall make any patentable product or result of the Nature of Services Required and all information, design, specifications, data, and findings available to the DISTRICT if requested by the DISTRICT. No material prepared in connection with the PROJECT will be subject to copyright by the BROKER. The DISTRICT shall have the right

to publish, distribute, disclose and otherwise use any material prepared by the BROKER pursuant to this Agreement.

7.3 For a period of five (5) years after completion of this Agreement, the BROKER agrees to provide the DISTRICT with copies of any additional materials in its possession resulting from the performance of this Agreement. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which the BROKER is entitled. The BROKER shall not publish, copyright, or patent any of the data furnished or developed pursuant to this Agreement without first obtaining the DISTRICT'S written consent.

7.4 The provisions of this Paragraph 7 shall survive the expiration or termination of this Agreement.

## 8. BROKER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.

The BROKER acknowledges and explicitly represents to the DISTRICT the following:

8.1 The BROKER is duly authorized to conduct business in the State of Florida.

8.2 The BROKER has familiarized itself with the nature and extent of this Agreement, work expected to be performed under this Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect the BROKER'S performance of this Agreement.

8.3 The BROKER has reviewed this Agreement (including its Exhibits) and all available information and data shown or indicated in this Agreement and has given the DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by the DISTRICT is acceptable to the BROKER.

8.4 The BROKER shall obtain and review all information and data which relates to this Agreement or which the BROKER may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any services required under this Agreement, including but not limited to, information and data indicated in this Agreement or related to work under separate agreements, to the extent such work may interface with the BROKER'S work provided pursuant to this Agreement.

## 9. BUSINESS ASSOCIATE AGREEMENT.

The Broker hereby agrees to comply fully with the HIPAA regulations as a "Business Associate" as set forth in the attached Business Associate Agreement (Exhibit "D"). Additionally, BROKER hereby agrees to ensure that any third party that receives personal health information provided to BROKER by the DISTRICT under this Agreement shall also comply fully with the HIPAA regulations as a "Business Associate" as set forth in the attached Business Associate Agreement.

9.1 To the extent allowed by law, Business Associate agrees to indemnify and hold harmless the DISTRICT from any and all loss, damage or liability suffered by the DISTRICT which is or may be caused by the Business Associate's intentional or negligent failure to comply, in whole or in any part, with this Agreement or any obligation or duty owed under this Agreement, the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. § 1320d, the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. § 17901, or any rule or regulation promulgated pursuant to either of those, or any other law applicable to the execution of this Agreement.

9.2 The provision shall survive the expiration or termination of this Agreement.

10. STANDARD OF PERFORMANCE.

The BROKER shall perform and complete all services in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional rendering the same services, and in accordance with sound principles and practices. The DISTRICT shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

11. INDEMNIFICATION.

The BROKER 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 attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the BROKER, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the BROKER'S performance under this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

12. CONFIDENTIALITY.

During the performance of its obligations or rights under this Agreement, the BROKER may have access to certain information (hereinafter referred to as "Confidential Information") including information exempt under Section 119.071, Florida Statutes, (F.S.), Florida's Public Records Act, which includes, but is not limited to, social security numbers, bank account numbers, and debit, charge, credit card numbers (Section 119.071(5)), and trade secrets as that term is defined at Section 812.081, F.S. (Section 119.071(1)(f)). The BROKER'S access to social security numbers is subject to Section 119.071(5)(a)7., F.S. Exempt information under Section 119.071, F.S. shall be considered Confidential Information regardless of whether such information is marked as confidential. The BROKER shall not disclose, publish or communicate Confidential Information to any third party without the prior written consent of the DISTRICT. However, the BROKER may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose of the Agreement and is under a written obligation of confidentiality at least as restrictive as this Agreement. The BROKER shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary to accomplish the purpose of this Agreement. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made therefrom shall be immediately returned to the DISTRICT. The BROKER shall comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. This paragraph shall survive the termination or expiration of this Agreement.

13. INSURANCE REQUIREMENT.

The BROKER must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

13.1 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 limit and coverage:

Per occurrence \$1,000,000

- 13.2 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
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- 13.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 13.4 The BROKER must carry Workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the BROKER does not carry Workers' compensation coverage, the BROKER must submit to the DISTRICT both an affidavit stating that the BROKER meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from Workers' compensation coverage.
- 13.5 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).
- 13.6 The BROKER must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the BROKER'S notice of such cancellation or change from its insurance carrier.
- 13.7 The BROKER must obtain certificates of insurance from any subcontractor otherwise the BROKER must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the BROKER'S insurance policies.

#### 14. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the BROKER. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the BROKER will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Nature of Services Required in Exhibit "A," are documented in the Compensation Plan, and are allowed under this Agreement. Within ten (10) days of the DISTRICT'S termination of this Agreement, all charts, studies, analysis and other documents including all electronic copies related to the PROJECT authorized under this Agreement, whether finished or not, must be provided to the DISTRICT. The DISTRICT shall have no obligation to pay the BROKER under this provision until the aforementioned documents are provided to the DISTRICT.

#### 15. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by the

BROKER or against the BROKER, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the BROKER becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by the BROKER entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the BROKER was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

16. RELEASE OF INFORMATION.

The BROKER agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, the BROKER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT.

18. EMPLOYMENT ELIGIBILITY VERIFICATION. CONSULTANT.

BROKER must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of the BROKER employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If BROKER uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the BROKER 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>.

19. LAW COMPLIANCE.

The BROKER will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The BROKER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

20. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the expiration or termination of this Agreement.

21. REMEDIES.

Unless specifically waived by the DISTRICT, the BROKER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the BROKER. Additionally, the DISTRICT will not

be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the BROKER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the BROKER.

22. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the expiration or termination of this Agreement.

23. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the BROKER.

24. DISADVANTAGED BUSINESS ENTERPRISES.

The DISTRICT expects the BROKER to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the BROKER in relation to this Agreement, to the extent the BROKER maintains such information.

25. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

26. CONFLICTING EMPLOYMENT.

The BROKER certifies that at the time of execution of this Agreement, the BROKER is not involved in any matters which adversely affect any interest or position of the DISTRICT, and that the BROKER has no relationship with any third party, relating to any matters which adversely affect any interest or position of the DISTRICT. The BROKER further agrees that it will not accept during the term of this Agreement any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the DISTRICT.

27. 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 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing



this Agreement, the BROKER warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The BROKER further agrees to notify the DISTRICT if placement on either of these lists occurs.

28. 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 COOPERATOR 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 COOPERATOR 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 COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

29. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

30. DOCUMENTS.

The following documents are attached or incorporated herein by reference and are made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," and then to Exhibit "B," then to Exhibit "D," then to ITN 1911, then to Exhibit "C," and then to the Broker's Response to ITN 1911.

Exhibit "A" - Nature of Services Required (A, B, & C, *if applicable*)

Exhibit "B" - Compensation Plan (A, B, & C, *if applicable*)

Exhibit "C" – Agent of Record (*if applicable*)

Exhibit "D" – Business Associate Agreement (*if applicable*)

ITN 1911 Insurance Broker Services for Health, Property and Casualty and Workers' Compensation Broker's Response to ITN 1911.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Amanda Rice, P.E. Date  
Assistant Executive Director

*FULL NAME OF BROKER*

By: \_\_\_\_\_ Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Signatory

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
*FULL NAME OF BROKER*  
FOR  
INSURANCE BROKER SERVICES FOR HEALTH, PROPERTY AND CASUALTY, AND WORKERS' COMPENSATION

Exhibit "A"  
NATURE OF SERVICES REQUIRED  
A. HEALTH INSURANCE BROKER

**3.1 PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Health Insurance Broker to serve as a liaison between the insurance companies and the District. These services will include, but shall not be limited to, assisting the District in the selection of health insurance plans, contract administration, customer service for administration and claims, compliance reviews and proactive input on health insurance related concerns. The selected Respondent must assist the District with the solicitation, review, negotiation and implementation of cost effective employee benefits insurance plans to be offered to District employees.

**3.2 SCOPE OF WORK.**

The successful Respondent shall provide the following services to the District, as needed.

- 3.2.1 Assist in determining specifications for future medical, dental and other insured employee benefits coverage including but not limited to life insurance, accidental death and disability, long term disability, vision, supplemental, discounted programs, health and wellness, etc.
- 3.2.2 Assist with development of procurement documents in accordance with District specifications and procurement procedures.
- 3.2.3 Assist with identification of appropriate markets for desired medical, dental and other insured employee benefits.
- 3.2.4 Analyze and evaluate medical, dental and other insured employee benefits products submitted for consideration by providers and provide options and make recommendations.
- 3.2.5 Assist with contract negotiation.
- 3.2.6 Audit resulting contracts for accuracy of coverage and contract compliance.
- 3.2.7 Regularly assess current market trends involving employee benefits.
- 3.2.8 Assist with annual medical, dental and other insured employee benefits procurements and renewals, including negotiation of changes in contracts in accordance with the terms of the provider's solicitation.
- 3.2.9 Provide thorough analysis and recommendations for medical, dental and other insured employee benefits for quality of benefits provided, cost effectiveness, competitiveness and plan administration on an annual basis.
- 3.2.10 Maintain active and ongoing communications with the providers to ensure smooth operation and delivery of benefits, as well as facilitating prompt review and resolution of plan and claims administration issues.
- 3.2.11 Provide a dedicated customer service team to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.

- 3.2.12 Provide plan design and financial management performance updates for all brokered benefit plans, at least quarterly, via detailed analysis, review, and evaluation of costs, claims, and trends.
- 3.2.13 Provide "Annual Stewardship Report," which will include complete accounting of fees and commissions earned on the account, observations on relevant changes in the insurance market, view on loss exposures facing the District and loss control activities.
- 3.2.14 Serve as a resource to District staff on Federal and State benefits laws, including but not limited to: COBRA, HIPAA, FMLA, the Affordable Health Care Act, ADA, etc.
- 3.2.15 Promptly inform District staff of changing legislation and legal decisions affecting employee benefits and consult with District's Office of General Counsel on methods of compliance.
- 3.2.16 Assist with legally required reporting and compliance with statutes, rules, regulations and codes, including required employee communications and notices.
- 3.2.17 Make regularly scheduled visits to District service offices to provide information and guidance, respond to questions, solve problems, and assist with benefit administration.
- 3.2.18 Assist in the development of the annual open enrollment benefits package and participate in open enrollment meetings for all employees.
- 3.2.19 Assist with development of year-round informational and wellness materials, communications, employee meetings, health events (such as health fairs and screenings), etc. to maximize employees' knowledge and understanding of how to be the best consumer of the employee benefits plan.
- 3.2.20 Provide on-site employee enrollment meetings for new hires.

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### 3.3 **PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

January	Execution of Brokerage Agreement.
February (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Employee Benefits Insurance Plans.
April	Receive and review responses from providers
July	If ITN for new coverage is not needed, begin renewal process for existing insurance plans to renew Jan. 1 the following year.
August	Get new providers in place and begin transition activities and implementation of new plan(s).
August and September	Coordinate with selected Respondent, provider(s) and the District's Information Technology Bureau (ITB) to set up structure of new plan(s) in system and perform operational and data transfer testing, troubleshooting, and issue resolution; Begin preparing communication to employees regarding upcoming open enrollment, with assistance of Broker and provider(s).
October	Communicate details of new plan(s) to employees and retirees through Internal Communications, <i>Currents</i> , employee open enrollment meetings, with assistance of the District and provider(s).
November and December	Assist with testing files between Human Resource Information System (HRIS) and provider sites and set up for Jan. 1 launch.
Late November – early December	Communication of plan enrollment verification details and legally required information, issuance of new insurance cards, etc., from medical and dental provider(s) to employees, retirees and dependents.
January 1	New health insurance plan year begins.

### 3.4 **COMPENSATION.**

Respondents shall submit a compensation plan for services detailed in this, Part III, A. Health Insurance Broker, disclosing any commissions anticipated to be received by Respondent from providers and vendors for work to be performed under this ITN. Include (if applicable) a detailed fee schedule for Implementation Team Members, as defined in Paragraph 4.6, and other anticipated costs. Respondents must propose both a commission-based compensation and a flat broker rate option.

Exhibit "A" Cont.  
NATURE OF SERVICES REQUIRED  
B. PROPERTY AND CASUALTY BROKER

**3.1 PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Property and Casualty Broker to assist the District with the development of a strategic plan for the design, negotiation, analysis, monitoring, measurement and administration of the most cost-effective, best valued broker services. The selected Respondent will assist the District with the solicitation, review, negotiation and implementation of cost-effective property and casualty services.

**3.2 SCOPE OF WORK.**

The selected Respondent shall provide the following services to the District, as needed.

3.2.1 The selected Respondent shall work closely with the District's Risk Management staff to routinely evaluate risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way, including:

- 3.2.1.1 Analyze the District's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by the District.
- 3.2.1.2 Perform catastrophe or other modeling to determine levels of exposure to risks.
- 3.2.1.3 Assist the District in evaluating the appropriate levels for risk mitigation.
- 3.2.1.4 Advise the District on the various alternatives to handling risks through various forms of insurance, self-insurance, and deductible levels.
- 3.2.1.5 Advise the District on pertinent insurance matters and attend risk management meetings with the District as desired during the year.
- 3.2.1.6 Assist in the development of risk management policies and procedures for the District as requested.
- 3.2.1.7 Make recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program and guidance regarding self-insurance.
- 3.2.1.8 Bind insurance coverage to the District beyond insurance expiration dates while renewal policies are being put into place.
- 3.2.1.9 Provide research assistance and consultation on risk management issues.
- 3.2.1.10 Promptly and accurately process insurance policy endorsements and other change requests as needed.
- 3.2.1.11 At a minimum conduct an annual review with the Human Resources Office Chief of the premium/claims history of the District for the policies purchased.
- 3.2.1.12 Provide training to District Risk Management staff.

3.2.2 Assist with all tasks related to the annual renewal process for all property and casualty insurance coverages available including:

- 3.2.2.1 Assist with a marketing plan to include competitively soliciting at least three (3) quotes from providers or administering a formal solicitation in accordance with District specifications and procurement procedures.
- 3.2.2.2 Assist the District in developing optional coverage and limit structures for property and casualty lines of coverage.

- 3.2.2.3 Review the District's property data and advise of any data elements needed for underwriting evaluations, including sufficiency of Construction, Occupancy, Protection and Exposure (COPE) data.
- 3.2.2.4 Advise the District of availability of coverage and alternative risk transfer mechanisms for casualty lines of coverage; and notify the District of any data elements needed for underwriting evaluations, after a review of claim data.
- 3.2.2.5 Advise the District of current market pricing and availability of insurance coverage at least four months prior to the expiration of insurance coverage then in effect.
- 3.2.2.6 Annually, analyze the insurance market conditions, taking into account other insurance programs competing with the District's program for insurance coverage, seasonable perils, reinsurance treaty dates and any other factors that may affect insurance availability and pricing, and advise the District of the best time to procure insurance coverage.
- 3.2.2.7 Annually, review the District's policy for possible changes/enhancements and to ensure that the policy's language, coverage and exclusions are consistent with the District's certificate of coverage.
- 3.2.2.8 Serve as subject matter experts to the District on upcoming insurance procurements; and formulate a price and coverage negotiating strategy to support the District's choice of the recommendations presented on the insurance procurement.
- 3.2.2.9 Assist with the coordination of the renewal process and provide to the District a renewal notification detailing anticipated coverage, limit, retention and pricing changes at least three months prior to policy inception and each year thereafter during the contract period.
- 3.2.2.10 Assist with the drafting of the insurance specifications, compile underwriting information and other pertinent information with the input of the District.
- 3.2.2.11 Prepare formal market submissions for distribution to underwriters, submit the market submission to the District for distribution approval, and distribute the approved market submission to underwriters on behalf of the District in a timely manner.
- 3.2.2.12 Negotiate renewal terms, conditions and pricing on behalf of and in conjunction with the District; place all insurance coverage approved by the District.
- 3.2.2.13 If applicable, fully disclose the amount and percentage of commission to be paid by the selected Respondent to any excess insurance broker, intermediary or wholesaler used in the placement process, and state their relationship, if any, to the selected Respondent.
- 3.2.2.14 Report placement results to the District and bind coverage as directed by the District; and obtain all necessary binding documents in a timely and effective manner.
- 3.2.2.15 Check binders, policies and endorsements to ensure they are issued according to specifications before delivery to the District.
- 3.2.2.16 Forward binders to the District before or on the policy's effective date.
- 3.2.2.17 Issue endorsements and insurance certificates as may be needed based on the insurance program structure.
- 3.2.2.18 Provide an annual summary of program terms and costs to the District that includes:
- market review that lists all carriers that were approached;
  - their AM Best rating;
  - insurer status (admitted or non-admitted);
  - marketing status (quoted, declined, accepted, bound);
  - quoted amounts/comments;

- synopsis of current market conditions;
- renewal results with comparisons to the expiring policies;
- renewal program coverage quilt/mosaic;
- a premium summary listing all carriers;
- amounts authorized, price, and sorted by coverage layer and detailing any assessments or surcharges;
- summary of the District's exposures;
- catastrophe modeling summary and results;
- any disclosures customarily provided by the selected Respondent to the District at the time of renewal; and
- provide a disclosure in the annual summary that no income other than the compensation allowed by the Agreement has been received by the Respondent for services provided during the period covered by the annual summary.

3.2.2.19 Provide policies to the District as soon as issued or received by the providers, or upon instructions by the District:

- collect all policies;
- consolidate policies into a binder and submit the binder to the District once all policies have been received;
- ensure the timely billing of all documents and premiums;
- In the event a Notice of Cancellation has been issued due to nonpayment of premium, act on the District's behalf to resolve the issue with the Insurer and maintain insurance coverage;
- assist the District with exposure issues or insurance contract provisions as needed on an ongoing basis;
- evaluate the commitment and financial stability of the provider on an ongoing basis;
- notify the District of any changes in the provider's AM Best ratings;
- notify the District of any additional coverage that may become available in the marketplace that could be advantageous to the District and assist in the procurement of such coverage as instructed by the District; as needed but at least semi-annually;
- present market updates to keep the District informed of any conditions or developments that may affect existing policies or future insurance placements;
- act as a liaison with the provider that requests property inspections; and
- assist the District in responding to and implementing any recommendations made as a result of property inspections.

### 3.2.3 Claims Administration.

- 3.2.3.1 Prepare and issue all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.
- 3.2.3.2 Coordinate notice of claims and/or losses to underwriters and act as a facilitator during the claim process.
- 3.2.3.3 Work closely with providers and act as a liaison between the District and providers that are contracted by the District to assist in areas that include, but are not limited to, delivering provider policies to the District, handling invoice issues, and other issues that may arise.
- 3.2.3.4 Answer questions and resolve coverage issues related to policy coverage, work with the District's management, legal counsel and/or auditors to provide needed information and expertise.



- 3.2.3.5 Respond in a timely manner to audit inquiries and attend meetings related to audits involving risk management.
- 3.2.3.6 Advise the District of trends and/or changes in the insurance industry.
- 3.2.3.7 Make presentations to the District's Governing Board, Board committees or management.
- 3.2.3.8 Coordinate reporting of claims with third party administrators.
- 3.2.3.9 Review the District contracts to determine if additional risk exposures are present. Assist the District in re-evaluating insurance requirements for various contracts (design, construction and service). Review certain leases, agreements for insurance requirements, assumption of liability and other risk management issues.
- 3.2.3.10 Prepare and submit special reports, loss analyses, SOC\_1 Type-2 report, etc.
- 3.2.3.11 Obtain proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.
- 3.2.3.12 Coordinate the selection of a mutually agreed upon adjusting firm that has experience in adjusting catastrophic losses.
- 3.2.3.13 Forward notification provided by the District to the insurers of any large losses reported above thresholds to be established by the provider for individual and aggregate losses on a per occurrence basis.
- 3.2.3.14 In the event that losses from an occurrence exceed the District's self-insured retention, act as an advocate for the District and as an intermediary between the District, providers and the mutually agreed upon adjusting firm to facilitate communications, data exchange and prompt resolution of claims.
- 3.2.3.15 Provide general assistance in the administration of the District's program.
- 3.2.3.16 Provide additional services as may be assigned in accordance with the agreement and this Part III Nature of Services Required, Subpart B. No work will be complete under additional service without prior written authorization from the District to perform the work.

#### 3.2.4 Contract Manager.

- 3.4.4.1 The selected Respondent's Lead Account Manager or Contract Manager must have one or more of the following certificates or accreditations: Chartered Property Casualty Underwriter (CPCU); Accredited Advisor in Insurance (AAI); Certified Insurance Counselor (CIC); Associate in Risk Management (ARM). The selected Respondent must employ individuals who are appropriately licensed and registered with the State of Florida. Only licensed and registered employees of the selected Respondent shall provide services under the Agreement.
- 3.4.4.2 At a minimum, the selected Respondent shall assign a Contract Manager to work directly with the District's designated Contract Manager and other staff in providing the services specified in the Agreement. The District's Contract Manager shall coordinate all activities between the District and the selected Respondent.

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### **3.3 PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

October	Execution/Renewal of Brokerage Agreement.
June (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Property and Casualty Insurance Plans.
July-August	Receive and review responses from Property and Casualty Insurance Plans. Advise the District of current market pricing and availability of insurance coverage.
August 30 <sup>th</sup>	Provide to the District a renewal notification detailing anticipated coverage, limit, retention and pricing changes. Get new providers in place and begin transition activities and implementation of new plan(s).
September	Communicate details of new plan(s) to stakeholders with assistance of the District and provider(s).
September	Coordination and execution of contracts or renewals with providers for Property and Casualty services.
October 1	New property and casualty insurance plan year begins.

### **3.4 COMPENSATION.**

Respondents shall submit a compensation plan for services detailed in this Part III, B. Property and Casualty Broker, disclosing any commissions anticipated to be received by the Respondent from providers and vendors for work to be performed under this ITN. Include (if applicable) a detailed fee schedule for the Implementation Team members, as defined in Subparagraph 4.6, and other anticipated costs. In addition, Respondent may also submit a flat fee proposal option.

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Exhibit "A" Cont.  
NATURE OF SERVICES REQUIRED  
C. WORKERS' COMPENSATION BROKER

3.1 **PROJECT DESCRIPTION.**

The District seeks the services of a Florida Licensed Workers' Compensation Broker to assist the District with the development of a strategic plan for the design, negotiation, implementation, analysis, monitoring, measurement and administration of the most cost-effective workers' compensation programs. The District is self-insured.

3.2 **SCOPE OF WORK.** The selected Respondent shall provide the following services to the District, as needed:

- 3.2.1 Audit stop loss contracts for accuracy of coverage, terms and conditions.
- 3.2.2 Assist with annual workers' compensation renewals, including negotiation of changes in stop loss contracts.
- 3.2.3 Assist with development of procurement documents in accordance with District specifications and procurement procedures.
- 3.2.4 Assist with identification of appropriate markets for workers' compensation.
- 3.2.5 Analyze and evaluate workers' compensation products submitted for consideration by providers and provide options and make recommendations.
- 3.2.6 Review the quality of workers' compensation provided, cost effectiveness, competitiveness and administration on an annual basis.
- 3.2.7 Monitor ongoing stop loss contracts, including third party administrators, to ensure contract compliance.
- 3.2.8 Analyze claim history and utilization at least quarterly.
- 3.2.9 Provide information on workers' compensation issues, trends and proposed or new legislation.
- 3.2.10 Meet with the District staff as needed.
- 3.2.11 Provide a key contact person to answer questions and resolve issues that arise regarding employee workers' compensation, contract administration, and service provisions.
- 3.2.12 Perform other related consultation services as needed or requested.

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### 3.3 **PERFORMANCE SCHEDULE.**

Respondents must be able to meet the District's timeline.

October	Execution of Brokerage Agreement.
June (when and if needed)	Finalize and issue an Invitation to Negotiate (ITN) for Workers' Compensation Insurance Plans.
July-August	Receive and review responses from Workers' Compensation Insurance Plans.
August 30 <sup>th</sup>	Get new providers in place and begin transition activities and implementation of new plan(s).
September	Communicate details of new plan(s) to stakeholders with assistance of the District and provider(s).
September	Coordination and execution of contracts or renewals with providers for workers' compensation services.
October 1	New workers' compensation insurance plan year begins.

### 3.4 **COMPENSATION.**

It is the District's expectation that the workers' compensation brokerage fees and commissions for services detailed in Part III, C. Workers' Compensation Broker, will be borne by the selected provider.

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Exhibit "B"  
COMPENSATION PLAN

A. FEE SCHEDULE – HEALTH INSURANCE BROKER

B. FEE SCHEDULE - PROPERTY AND CAUSULATY BROKER

C. FEE SCHEDULE - WORKERS' COMPENSATION

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AGREEMENT NO.

Exhibit "C"  
AGENTS OF RECORD AUTHORIZATION

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EXHIBIT "D"  
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between the Southwest Florida Water Management District (District) and The Gehring Group (Business Associate) (each a "Party" and collectively the "Parties"), and is made a part of any agreement or service agreements between the parties ("Service Agreement") pursuant to which the Business Associate provides a service or services to the District that involves the use and/or disclosure of the District's Protected Health Information ("PHI").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

I. DEFINITIONS:

- A. Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "Regulations").
- B. Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including, but not limited to electronic PHI.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

In order for the Business Associate to achieve and maintain compliance with the requirements of HIPAA, the Business Associate agrees:

- A. To only use and disclose PHI as permitted by this Agreement or as required by law. The Business Associate may:
  - 1. Use and disclose PHI to perform its obligations as set forth in the Service Agreement;
  - 2. Use PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities;
  - 3. Disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, if such disclosure is required by law or if the Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
  - 4. Use PHI to provide data aggregation services relating to the health care operations of the District;
  - 5. Use or disclose PHI to report violations of the law to law enforcement; and
  - 6. Use PHI to create de-identified information consistent with the standards set forth at 45 CFR §164.514. The Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Regulations.

- B. To limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request;
- C. To use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of the PHI in compliance with the Regulations;
- D. To require all of its subcontractors and agents that receive, use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on the use or disclosure of PHI that apply to the Business Associate pursuant to this Agreement;
- E. Upon reasonable notice and prior written request, to make available during normal business hours at the Business Associate's offices all records, books, agreements, internal practices, policies and procedures relating to the use or disclosure of PHI to the Secretary, in a time and manner designated by the Secretary, for purposes of determining the Business Associates compliance with the Regulations, subject to attorney-client and other applicable legal privileges;
- F. To provide documentation regarding any disclosures by the Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR 164.528 (including without limitation a disclosure permitted under 45 CFR 164.512) and the HITECH Act, within a reasonable amount of time of receipt of a request from the District;
- G. If, and to the extent that the Business Associate possesses an applicable Designated Record Set, within a reasonable amount of time of receipt of a request from the District for the amendment of an individual's PHI contained in the Designated Record Set, the Business Associate shall provide such information to the District for amendment and shall also incorporate any such amendments in the PHI maintained by the Business Associate as required by 45 C.F.R. 164.526.
- H. Subject to Section III.C.2. of this Agreement, return to the District or destroy, within thirty (30) days of the termination of this Agreement, any and all PHI in its possession and retain no copies (which for purposes of this Agreement shall include without limitation destroying all backup tapes and permanently deleting all electronic PHI).
- I. To mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Business Associate not permitted by this Agreement.
- J. The Business Associate agrees to notify the District of any use or disclosure of PHI by the Business Associate not permitted by this Agreement, any Security Incident involving electronic PHI, and any Breach of Unsecured Protected Health Information within five (5) business days.
  - 1. The Business Associate shall provide the following information to the District within ten (10) business days of discovery of a breach except when despite all reasonable efforts by the Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances the Business Associate shall provide to the District the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a breach:
    - a. the date of the breach;
    - b. the date of the discovery of the breach;
    - c. a description of the types of unsecured PHI that were involved;



- d. identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
  - e. any other details necessary to complete an assessment of the risk of harm to the individual.
2. The Business Associate will be responsible to provide notification to individuals whose unsecured PHI has been disclosed,
  3. The Business Associate agrees to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the District in the time and manner reasonably requested by the District.

### III. TERM AND TERMINATION

- A. Term. This Agreement shall become effective on the date of execution of a Service Agreement, and shall terminate upon the termination or expiration of all Service Agreement(s).
- B. Termination for Cause. Either Party may immediately terminate this Agreement and the Service Agreement(s) if such Party makes the determination that the other Party has breached a material term of this Agreement. Alternatively, the terminating Party may choose to provide the other Party with thirty (30) days written notice of the existence of an alleged material breach and an opportunity to cure the breach.
- C. Effect of Termination.
  1. Upon termination or expiration of this Agreement, the Business Associate agrees to return to the District or destroy all PHI in the possession of the Business Associate and/or in the possession of any subcontractor or agent of the Business Associate (including without limitation destroying all backup tapes and permanently deleting all electronic PHI) and to retain no copies of the PHI.
  2. In the event that returning or destroying the PHI is infeasible, the Business Associate shall provide to the District a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Upon mutual agreement by the Parties that return or destruction of the PHI is infeasible; the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the PHI.

### IV. INDEMNIFICATION

The Business Associate agrees to indemnify, defend and hold harmless the District and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. The Business Associates' obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

V. MISCELLANEOUS

- A. Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to achieve and maintain compliance with the requirements of the Regulations.
- B. Survival. The obligations of the Business Associate set forth in Sections III. C. and IV. shall survive termination of this Agreement.
- C. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Business Associate to comply with HIPAA.

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