SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

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

Direct Inquiries to: Sherry Wooten, Procurement Specialist
Phone: 352-505-2970; Fax: 352-754-3497; E-mail: Procurement@Watermatters.org

DATE POSTED:	PROPOSALS WILL BE OPENED:
April 21, 2023	**May 23, 2023 at 2:00 p.m., and may not be withdrawn for 120 days after this date.**

NON-MANDATORY PRE-PROPOSAL VIRTUAL CONFERENCE: Pre-Proposal Conference is not applicable for this RFP.

SOFTWARE DEMONSTRATIONS: Are anticipated to be held virtually. Dates and times to be determined (TBD).

TITLE: **RFP 22-3966 Full-Service Certificate of Insurance Tracking Solution**

SPECIFICATIONS: The Southwest Florida Water Management District is soliciting proposals from qualified firms to purchase a full-service Certificate of Insurance (COI) Tracking solution. The solution will include internet-based software used to track, manage, archive, etc., the COIs, that is accessible by the District. The Respondent will provide services for obtaining and validating both new and renewal COIs submitted to the District based on District criteria. The Respondent will proactively follow-up with vendors to obtain the COI, provide services to evaluate the COIs based on identified criteria, and send a request to correct if the COI does not meet the District's requirements. The Respondent will provide an online portal for vendor submission of COIs and will be the Vendors point of contact regarding COIs.

Respondent Name:		Reason for No-Bid
Mailing Address:		
City-State-Zip:		
Telephone Number ( ) -	FAX Number ( ) -	Toll-Free Number ( ) -
Email address for correspondence:		
Authorized Signature:		
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 Request for Proposal and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this respondent proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the Respondent.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS 22-3966
FULL-SERVICE CERTIFICATE OF INSURANCE TRACKING SOLUTION

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PART I - GENERAL CONDITIONS

1.1 PURPOSE. The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, Statement of Work, hereinafter referred to as the "Project."

1.2 DEFINITIONS. "Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "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 for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

1.4 CHANGES, DELAYS, AND ADDENDA. The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District.

District solicitations, changes, delays, and addenda are available for review and download at http://www.watermatters.org/procurement and www.demandstar.com. Persons/firms receiving solicitations from the Internet websites are responsible to recheck the websites for any changes or addenda.

All interpretations and supplemental instructions will be in the form of written addenda to the contract documents including District answers provided in response to the questions in Section 1.9, Questions of this RFP. Respondents will acknowledge receipt of all Addenda in their proposal.

No interpretation of the meaning of the specifications or other contract documents, nor 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 give information concerning, explaining, or interpreting contract documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

1.5 PRE-PROPOSAL CONFERENCES. A pre-proposal conference is not applicable to this RFP.

1.6 RULES FOR PROPOSALS. Subcontractors will not be permitted for this RFP. The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.

1.7 PROPOSAL FORMAT. In order to assist the District's review process, proposals are to be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.

1.7.1 **Sign and Return the Request for Proposal Form** (Cover Sheet). The person signing the proposal must be an authorized signatory of Respondent as demonstrated by such individual being listed as an officer on the Florida Division of Corporations (Sunbiz.org) website or in Respondent's Articles of Incorporation, or specifically authorized on a Board Resolution. Such documentation verifying the authorized signatory must be submitted as part of this section.

1.7.2 **Table of Contents** with clear identification of the material by section and page number.

1.7.3 **Letter of Transmittal.** This letter should not exceed two pages in length and should briefly state the Respondent's understanding of the work to be performed and make a positive commitment to perform the work in a timely fashion. This letter should give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter should, as applicable, include conflict of interest information per Section 1.10, Conflict of Interest, below, or state no such conflicts of interest exist. This letter must be signed by an official authorized to negotiate for the Respondent.

1.7.4 **Organizational Profile and Qualifications –** This section of the proposal will include the following qualifications:

1.7.4.1 A description of Respondent's organization, including location(s), size, range of activities, Project Team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field; highlight history and experience with other governmental entities. Include answers to the following questions:

A. How many years has the organization been in business?
B. How many years of experience does the organization have in providing full-service COI solutions?
C. How many clients has the organization served?
D. How many government clients has the organization served?
E. How many clients in Florida has the organization served?
F. How many employees are dedicated to sales vs. directly providing service to COI solution customers?
G. Provide a summary of relevant past performance and metrics (e.g.: client retainage, etc.).
H. Indicate any increases in the fees over the last five years.

1.7.4.2 Have a minimum of five years of experience in full-service COI solutions.

1.7.4.3 Provide resumes and professional information for key staff that will be directly involved in the software implementation and ongoing services for the District. Include the total years of experience, the number of years at the firm, any relevant education, training and professional licenses, the number of project implementations, and other significant accomplishments.

1.7.4.4 Provide a statement indicating security certifications (SOC2 Type2 preferred) for the proposed full-service certificate of insurance tracking solution and hosting platform. NOTE: If needed, the District will execute a Mutual Non-Disclosure Agreement (MNDA) to obtain security certification reports for review from short-listed respondents only. See Attachment 1, Sample MNDA. DO NOT include security certification reports in the submittal.

1.7.5 **Methodology/Approach to Scope of Work -** This section of the proposal should explain the Scope of Work as you understand it. Detail your approach, implementation plan including time schedule, activities, and work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal the strategies and procedures that the organization is proposing to use to successfully accomplish the Project in accordance with this solicitation. See Part III, Statement of Work, Subsection 3.2, Scope of Work for details.

1.7.6 **References -** Provide three references from current clients to whom you performed a scope of work similar in complexity to this RFP that has had full COI services and software in a production status for at least one year. Government client references are preferred. Include a contact name, address, telephone number, email address. Identify the nature of the services provided, length of services, annual number of COIs managed and total annual budget.

1.7.7 **Cost/Fee Schedule -** This section of the proposal should detail all costs associated with completion of the Scope of Work broken down as indicated in Subsection 3.2, Scope of Work. The Respondent should clearly itemize costs by categories and should include any additional expenses that will be expected in order to implement this service and provide the on-going services and is not covered through the fee schedule.

Any travel expenses that may be authorized under the Agreement will be paid in accordance with section 112.061, Florida Statutes, and Attachment 4, District Travel Procedure, as both may be amended from time to time.

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs must include Florida State sales and any other taxes applicable to materials purchased by the Respondent in accordance with Florida.

Each Respondent shall submit a detailed list of all fees associated with proposed full-service COI tracking solution implementation and ongoing services including, but is not limited to, software licensing/usage fees, software support, implementation/configuration services, ongoing COI tracking services, custom programming, training, data migration, historical data storage, cloud storage, interface costs, and travel if appropriate. Respondent shall fully describe all costs needed to implement the service and provide ongoing services as described by providing a cost for all areas listed or indicate if not applicable. The District will appoint one staff member to review all costs from Respondents and prepare an itemized summary of costs for the evaluation committee to consider. The District reserves the right not to procure all proposed items or services (e.g., historical data repository).

1.7.8 **Supplemental Information Questionnaire –** Complete Attachment 2, Supplemental Information Questionnaire and submit with your response.

1.7.9 **Mutual Non-Disclosure Agreement** – Respondents that are shortlisted may be required to complete and sign Attachment 1, Sample MNDA. The MNDA must be signed by an authorized signatory for the Respondent. **If a Respondent desires to propose a change to Sample MNDA, Respondent must submit its request under the procedure set forth in Section 1.9, Questions.**

1.7.10 **Additional Data -** Briefly describe any additional information which you feel is pertinent for consideration. Include any awards or recognition this software product may have received.

1.7.11 **Virtual Software Demonstrations –** The initial rankings of the written proposals are subject to change based on consideration of the software demonstrations provided by the short-listed firms. Software demonstrations are to be attended by the Respondent's Project Manager and key staff, are anticipated to last up to 90 minutes, including questions and answers, and will be presented virtually via District provided Microsoft Teams meeting. Software demonstrations will be evaluated by consensus scoring.

During the software demonstration, Respondents may not disclose any information which is a "trade secret" as defined in section 812.081(1)(f), Florida Statutes.

Pursuant to section 286.0113, Florida Statutes, oral presentations including software demonstrations are exempt from section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

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

1.7.12 **Submittal of Proposal Documents –** In addition to the proposal submission requirements, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so shall result in the proposal being deemed non-responsive and cause it to be rejected from further consideration.

- Cover Sheet: The Respondent must sign and return the Cover Sheet with their proposal.
- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this solicitation on each Addendum Form issued with their proposal.
- Attachment 2 – Supplemental Information Questionnaire
- Attachment 3 – Public Entity Crime Statement.
- Respondents are required to submit their standard agreements or license agreements applicable to this Project with their proposals.

1.8 PROPOSAL OPENING. Proposal opening will be public, on the date and at the time specified on the Cover Sheet. It is the Respondent's responsibility to assure that its proposal is uploaded to DemandStar at the proper time. Proposals which for any reason are not timely uploaded will not be considered.

To be considered, one electronic Adobe ™ Document Format File (.pdf) of a proposal must be uploaded to www.Demandstar.com, by **2:00 p.m., Local Time, on May 23, 2023**. Proposals not received in a timely manner by DemandStar will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES.

The District may make an award within 120 days after the date of the opening, during which responses shall remain firm and shall not be withdrawn. If the award is not made within 120 days, the response shall remain firm until either the District awards the contract or the District receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, Respondent agrees to and acknowledges all the terms and conditions of this RFP and Attachment 1, Sample MNDA. and the District will construe the proposal as though no proposed changes were presented. Any changes offered by a Respondent in a proposal response will not be considered by the District. **If a Respondent desires to propose a change to a term or condition of this RFP including Attachment 1, Sample MNDA, the Respondent must submit its request under the procedure set forth in Section 1.9, Questions.**

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

The District is providing an option to join the virtual proposal opening for RFP 22-3966 Full-Service Certificate of Insurance Tracking Solution. The meeting will begin at 2:00 p.m. on May 23, 2023. Respondents may view the opening by clicking on the "Join Microsoft Teams Meeting" title below.

Microsoft Teams meeting
Join on your computer or mobile app

Click here to join the meeting
http://bit.ly/41aOSUf

Meeting ID: 211 621 247 453 Passcode: TM6Z7K
Download Teams | Join on the web

Or call in (audio only)
+1 786-749-6127,,236624931# United States, Miami
Phone Conference ID: 236 624 931#
Find a local number | Reset PIN

1.9 QUESTIONS. All questions must be presented in writing to Procurement@Watermatters.org, or the address as stated in Section 1.27, Correspondence, for receipt no later than May 04, 2023. Inquiries must reference the date of the proposal opening, the proposal title and the proposal number. Respondents are responsible to check the websites as specified in Section 1.4, Changes, Delays, and Addenda, for the District's responses to the questions presented.

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

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement, or any renewal thereof, any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the District.

1.11 PROPOSAL WITHDRAWAL. Proposals may be withdrawn at any time prior to the opening via the DemandStar platform.

1.12 PUBLIC AVAILABILITY OF RECORDS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to the provisions in chapter 119, Florida Statutes, commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate upload titled "Confidential") and mark that specific information and provide the specific statutory citation for such exemption (e. section 815.04, Florida Statutes).

The District does not waive the public records exemption under the Florida Public Records Act, section 119.071(1)(b), Florida Statutes, as amended. This provision exempts sealed responses from inspection, examination, and duplication until such time as the District issues a Notice of Intended Decision or Notice of Intent to Award pursuant to section 120.57(3)(a), Florida Statutes, or within 30 days after the proposal opening, whichever comes first.

1.12.1 The Contractor, upon request, will 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. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Payments made to the Contractor 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 Contractor will maintain all such records and documents for at least five years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the Inspector General if the findings result from an external auditor, or any litigation. The Contractor understands and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

1.12.2 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, Florida Statutes to the extent required by Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records, upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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 Respondent in writing.

1.12.4 This provision shall survive the termination or expiration of this Agreement.

1.13 RESPONSIVE/RESPONSIBLE. At the time of submitting a proposal, the District requires that the Respondent be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Section 1.7, Proposal Format, may be rejected as nonresponsive. 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 the proposal may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time indicated in their RFP response. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the contract. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility.

1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS. Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP or did not provide changes to be considered per Section 1.9, Questions, 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 RFP but reserves the right to accept any proposal 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 all proposals and not grant any award resulting from the issuance of this RFP. If awarded,

no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.15 NOTICE OF INTENDED DECISION. The Notice of Intended Decision will be posted on the District's Internet website, http://www.watermatters.org/procurement and www.demandstar.com.

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

1.17 AGREEMENT INFORMATION. Respondents are required to submit their standard agreements and license agreements applicable to this Project with their proposals. The final award is dependent upon a successfully negotiated contract. Upon award to a Respondent, both parties agree to be bound by the terms and conditions included in this RFP and the executed MNDA. The Respondent acknowledges that notwithstanding any provision in any third party agreement offered by the Respondent, Respondent is obligated to provide the products and services to the District as provided in its response to this RFP, including any and all negotiations offered in the Respondent's Best and Final Offer, if requested by the District in its sole discretion, and in accordance with the terms and conditions of this RFP.

The District reserves the right to add and revise provisions that are not in the best interest of the District, as determined solely by the District. The laws of the State of Florida will govern any agreement resulting from this RFP. Venue shall lie exclusively in Hillsborough County, Florida.

1.18 INDEMNIFICATION. Unless otherwise agreed to by the District during contract negotiations, the Respondent agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any agreement resulting from this RFP. This provision shall survive the expiration or termination of the Agreement.

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

1.20 RETAINAGE. Retainage is not applicable to this RFP.

1.21 TERMINATION WITHOUT CAUSE. The Agreement may be terminated by the District without cause upon ten days written notice to the Respondent. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Respondent shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work, documented in the Project Budget and are allowed under the agreement. If the agreement is terminated, the Respondent must promptly deliver to the District copies of all then completed deliverable items and all documents that directly support the deliverables prepared by the awarded Respondent.

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

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

1.24 PUBLIC ENTITY CRIMES. Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the Convicted Vendor List. By providing a response, Respondent 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.

1.25 DISCRIMINATION. Pursuant to section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a proposal to this RFP, the Respondent certifies that it is not on the discriminatory vendor list.

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

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

Procurement Services Office
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: Procurement@Watermatters.org

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

Respondents to this RFP or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except in writing to the Procurement Service Office as provided in this RFP, between the release of this RFP and the end of the 72-hour period following the District posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, until the

Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.28 BACKGROUND CHECKS. Background checks are not applicable for this RFP.

1.29 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the Contractor, purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

1.30 EMPLOYMENT ELIGIBILITY VERIFICATION. In accordance with section 448.095, Florida Statutes, Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes. Upon good faith belief that Respondent have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent is E-Verify system participant is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: http://www.dhs.gov/E-Verify. This provision shall be incorporated into any resulting contract with the District.

PART II – INTRODUCTION

2.1 GENERAL INFORMATION. The Southwest Florida Water Management District (District) hereby solicits offers for the services of qualified Respondents for the following purpose:

The District is soliciting proposals from qualified firms to purchase a full-service COI tracking solution. The solution will include internet-based software used to track, manage, archive, etc., the COIs, that is accessible by the District. The Respondent will provide services for obtaining and validating both new and renewal COIs submitted to the District based on District criteria. The Respondent will proactively follow-up with vendors to obtain the COI, provide services to evaluate the COIs based on identified criteria, and send a request to correct if the COI does not meet the District's requirements. The Respondent will provide an online portal for vendor submission of COIs and be the point of contact for District vendors regarding COIs.

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

The District anticipates awarding one contract to a qualified full-service COI tracking solution firm to perform these services set forth in this RFP.

2.2 BACKGROUND INFORMATION. The Southwest Florida Water Management District is one of five regional districts charged by chapter 373 of the 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 TERM OF CONTRACT. The expected term of the contract resulting from this RFP will be three years from the date of contract execution unless otherwise terminated as stated in this RFP. The District has the

option, in its sole discretion, to renew this Agreement for two additional one-year periods, for a total contract period of five years, unless terminated or as amended.

2.4 ESTIMATED QUANTITIES. Unless otherwise specified, the quantities provided in this RFP for various items are approximate only and subject to increase or decrease as needed for the services. The Respondent will perform a complete and finished job of the Project designated in the Agreement whether the final quantities are more-or-less than those estimated. The Respondent will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Cost/Fee Schedule submitted in the response to this RFP.

2.5 PROPOSAL CALENDAR. The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposal issued by the District	April 21, 2023
Deadline to submit Questions	May 4, 2023
Due date for Respondents to submit proposals (2:00 p.m.)	May 23, 2023
Evaluator's Meeting (Virtual via Microsoft Teams, 10:00 a.m.)	June 14, 2023
Notice of Intended Decision (shortlist), anticipated posting date	June 19, 2023
Software Demonstrations (Virtual via Microsoft Teams Office)	TBD
Final Evaluator's Meeting, (Virtual via Microsoft Teams)	TBD
Notice of Intent to Award, anticipated posting date	TBD

Note: Dates are subject to change.

PART III - STATEMENT OF WORK

3.1 PROJECT DESCRIPTION. The Southwest Florida Water Management District is soliciting proposals from qualified firms to purchase a full-service Certificate of Insurance (COI) Tracking solution. The solution will include internet-based software used to track, manage, archive, etc., the COIs that is accessible by the District. The Respondent will provide services for obtaining and validating both new and renewal COIs submitted to the District based on District criteria. The Respondent will proactively follow-up with vendors to obtain the COI, provide services to evaluate the COIs based on identified criteria, and send a request to correct if the COI does not meet the District's requirements. The Respondent will provide an online portal for vendor submission of COIs and will be the vendor's point of contact regarding COIs. If available, the COI solution will integrate with other District systems to pass COI status information. These services and system will increase accuracy and avoid lapsed insurance.

3.2 SCOPE OF WORK. The District desires a full-service COI tracking system where Respondent will obtain and validate COIs and endorsements based on the District's stated insurance requirements. Respondent will also obtain and validate COI renewals as required. Respondent will repeat the process of request and validation for COIs that do not meet the District's requirements until they are correct. The system will provide a portal for District vendors to submit COIs. Emailed communications from the Respondent to District vendors on behalf of the District will be customizable by the District.

District staff will have access to the system to review data, access COI documents and have full reporting capabilities based on the role-based security. The system will provide an archive function for both historical District COIs and those that move to an archive status during the term of use.

The District's current and historical COI data are to be imported into the Respondent's software solution. The District's data are stored in a Microsoft SQL Server database and can be provided to the Respondent in Excel, .csv or another Microsoft format for import into the proposed solution. The COIs are stored in the COI data export as a .pdf and available to be imported into the proposed solution with identifying information. Historical COIs migrated into the system are for reference only.

The RFP response shall address the following topics in addition to the information requested in Attachment 2, Supplemental Information Questionnaire.

3.2.1 Respondent Services to Obtain COIs

3.2.1.1 Respondent should indicate the proposed process to inform the District's vendors of the new process for submitting COIs.

3.2.1.2 Respondent must indicate the proposed process to:

3.2.1.2.1 Onboard the District and the process to migrate current COIs into the proposed software solution so that renewals can be obtained as needed.

3.2.1.2.2 Indicate how to obtain new or renewal COI submittals from District vendors and include how the District would inform the vendors of the need for new or renewal COIs.

3.2.1.2.2.1 Describe the Respondent's process for COI submission by the vendors. Describe the portal District vendors will use and anything the District can customize on the Respondents portal. Indicate if the portal can be linked from the District's internet site.

3.2.1.2.2.2 Describe the standard communications (emails, letters, phone messages, etc.) that are sent to vendors indicating what can be customized by the District.

3.2.1.2.2.3 Include information regarding Service Level Agreements for response times.

3.2.1.2.3 Indicate process of how to address the COIs submitted to the portal that do not meet the District's requirements.

3.2.1.1.3.1 Describe the processes if a District vendor does not respond appropriately with the requested COI.

3.2.1.1.3.2 Describe the standard communications (emails, letters, phone messages, etc.) that are sent to vendors indicating what can be customized by the District.

3.2.1.1.3.3 Include information regarding Service Level Agreements for response times.

3.2.1.2.4 Indicate how to migrate the District's historical or expired COIs into the proposed software solution archive. Historical COIs will be used for reference only.

3.2.2 Respondent COI Tracking Software

3.2.2.1 Respondents' software solution should:

3.2.2.1.1 Have an application programming interface (API) or other ability to integrate with other software as needed.

3.2.2.1.2 Maintain a transaction log showing who made changes and the before and after image of the change. The transaction log should be able to be reported against.

3.2.2.2 Respondents' software solution must:

3.2.2.2.1 Utilize Optical Character Recognition (OCR) to obtain data from COI and store in Respondent's software database.

3.2.2.2.2 Indicate the process for quality assurance/quality control used and if any human intervention is used.

3.2.2.2.3 Store both the data from the COI and the .pdf of the COI.

3.2.2.2.4 Contain searchable data in the Respondent's software solution for all COIs.

3.2.2.2.5 Create reports using any COI data.

3.2.2.2.6 Have the ability to import District current COIs and associated data into the tracking database and obtain renewed COIs for them as needed.

3.2.2.2.7 Have the ability to import District historical COIs for archive and searching purposes only. These COIs are not renewed.

3.2.2.2.8 Have the ability to create and maintain multiple insurance profiles that can be updated as needed. The insurance profiles should define what coverage and limits of insurance are required for each type of contract.

3.2.2.2.9 Have the ability to accept electronic COIs, ACORD forms, carrier-specific forms, and policy forms from vendors and District representatives.

3.2.2.2.10 Have the ability to collect and track, when required, additional insured endorsements, per project aggregate endorsements and waiver of subrogation endorsements.

3.2.2.2.11 Have the ability to send automated, configurable emails on behalf of the District to the vendor to obtain new or renewal COIs and to address deficiencies in submitted COIs. Emails must be able to copy a District email address for email archive and notification and public record purposes. Deficiencies include insufficient or incorrect coverage, cancellations, downgrade in its insurance rating, etc.

3.2.2.2.12 Have role-based security and allow access to the software to all District staff according to their role.

3.2.2.2.13 Have the ability to attach multiple COIs to one purchase order or agreement.

3.2.2.2.14 Have the ability to attach multiple agreements or purchase orders to one COI.

3.2.2.2.15 Have the ability to locate/sort multiple COIs related to a specific purchase order or agreement.

3.2.2.2.16 Allow the District to add specialty insurance tracking types and limits to those obtained on behalf of the District.

3.2.2.2.17 Allow the District to waive an insurance requirement and move vendor back to compliance.

3.2.2.2.18 Have a means to identify deficient COIs and provide status of vendor steps taken for resolution prior to escalation to District staff.

3.2.2.2.19 Clearly indicate the status of a COI (e.g., requested, received/in-review, deficient-second request, escalated, accepted, etc.)

3.2.2.2.20 Provide a means for District staff to submit COIs on behalf of the vendor for Respondent validation.

3.2.2.2.21 Maintain all communications (e.g., emails, letters, notes from calls, etc.) and contacts with vendors in the system and be accessible by District according to role-based security.

3.2.2.3 The RFP response shall also address the following topics, as elaborated in Attachment 2, Supplemental Information Questionnaire.

A. Implementation Plan
B. Training
C. Data Migration
D. Support Services - Services
E. Support Services - Software
F. Reporting
G. Hosting Platform
H. Security
I. Contracts
J. Software Licensing
K. New Releases
L. Pricing

3.2.2.4 The Cost/Fee Schedule should indicate those Major Categories of fees to use and implement the software and services, including, but is not limited to, software licensing/usage fees, software support, implementation/configuration services, ongoing COI tracking services, custom programming, training, data migration, historical data storage, cloud storage, interface costs, and travel if appropriate.

3.3 <u>ANNUAL RATE</u>. Respondent shall provide an annual rate, inclusive of all fees, for each year of the five-year periods based on 500 active COIs managed, approximately 1500 historical COIs for reference only and approximately 600 District employees. If software does not allow unlimited access, use approximately 200 District employees for access. If after each year, the active COIs managed varies from 500, the vendor will adjust the annual fee accordingly. The initial agreement will be for three years, and include two optional one-year renewals, paid annually.

The District's performance and payment pursuant to this RFP are contingent upon the District's Governing Board appropriating funds in its approved budget for the Service in each fiscal year of the resulting Agreement.

3.4 <u>SOFTWARE DEMONSTRATION</u>. A software demonstration will be required for short-listed firms. Items to be covered should include the following topics. Additional information will be provided for shortlisted firms.

- Software Solution including Vendor portal
- Vendor Process for Submitting COIs
- System Process for Validating COIs including Human Validation and QA/QC
- Respondent Process for Correcting Deficient COIs
- Available Noticing/Communications to District and Vendor
- Analytics and Reporting
- Historical COI Repository Options
- Security and Systems

- Document Retention and Compatibility
- Typical Timelines for Obtaining a COI

3.5 WORK PRODUCTS REQUIRED. The deliverables for this project include the following:

- Documented process for Respondent to obtain and validate COIs on behalf of the District
- Configured SaaS-based COI tracking solution
- Current data migration
- Historical data migration (if purchased)
- Public access portal for District vendors to submit COIs
- User training
- Weekly communication (report/status meetings) during implementation

PART IV - INSURANCE REQUIREMENTS

4.1 INSURANCE REQUIREMENTS. Any contract resulting from this RFP will require the successful Respondent to maintain, during the entire term of the contract, 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 the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

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

Per occurrence $1,000,000
Project Aggregate $2,000,000

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

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

4.1.3 The Respondent must carry workers' compensation insurance in accordance with Chapter 440, F.S. If Respondent does not carry workers' compensation coverage, Respondent must submit to the District both an affidavit stating that the Respondent meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

4.1.4 Cyber Liability insurance in a minimum amount of Two Million Dollars ($2,000,000) each occurrence / ($2,000,000) annual aggregate. Error and Omissions insurance in a minimum amount of One Million Dollars ($1,000,000) each occurrence / ($2,000,000) annual aggregate. Coverage will be sufficiently broad to respond to the duties and obligations undertaken by the Vendor in this Agreement, including infringement of copy right, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security together with coverage for breach response costs, including fines, penalties and credit monitoring expenses sufficient to respond to these obligations.

4.1.5 The District and its employees, agents, and officers must be named as additional insured on the general liability policy and the cyber liability policy to the extent of the District's interests arising from the contract.

4.1.6 The Respondent must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement resulting from this RFP. Such notification must be provided to the District within five business days of the Respondent's notice of such cancellation or change from its insurance carrier.

PART V - EVALUATION PROCEDURES

5.1 REVIEW OF PROPOSALS. Timely submitted responsive responses will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each response using the criteria described in Section 5.2, Evaluation Method and Criteria below.

The Evaluation Committee will meet at a public meeting to finalize the preliminary rankings of the responses. Individual Evaluation Committee members' raw scores will be ranked with the top ranked Respondent receiving a rank of one. The individual Evaluation Committee members' rankings will be totaled, and the preliminary rankings of the Respondents will be developed from the lowest totals of the individual rankings. In the event of a tie, the raw scores of the tied Respondents will be totaled and the rankings will be determined based upon the highest cumulative raw scores for each Respondent.

5.2 EVALUATION METHOD AND CRITERIA. During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. Responses will be evaluated by the following criteria for each type of service offered:

CATEGORY POINT RANGE

Procedure for Obtaining and Validating Certificates of Insurance.....**0 - 35**

Ability of the Respondent to provide desired service accurately, efficiently and in a timely manner as outlined in Scope of Services and Attachment 2, Supplemental Information Questionnaire. Respondent has a solicitation response that outlines its solution's ability to meet the needs of District staff (10); time for Respondent's review and response of COIs is minimized with appropriate SLAs (15); and follow-up to vendors is thorough with District interaction minimized (10).

Functionality of Proposed System.....**0 - 20**

Ability of the system to provide desired functionality and efficiency as outlined in the Scope of Services and Attachment 2, Supplemental Information Questionnaire; Respondent has a solicitation response that outlines its ability to meet the needs of District staff (10); adequately describes the system's reporting capabilities (5); and demonstrates a thoughtful and detailed implementation plan (5).

Security and Systems Integration.....**0 - 15**

Respondent clearly communicates the high-level security posture (10) and integration with District systems as needed (5) as outlined in the Scope of Services and Attachment 2, Supplemental Information Questionnaire.

Qualifications and Experience.....**0 – 20**

Qualifications and experience in providing the same or similar services as outlined in Scope of Services and Attachment 2, Supplemental Information Questionnaire. Respondent has quality, creativity, and depth in their response with qualified staff to provide requested service and support (5); Demonstrated enough experience and technical expertise in providing service with effective project management, controls and

communications (5); positive past performance on similar projects (5); Respondent has positive feedback from references (3); quality references past clients with similar requirements and product needs (1); and responsive references that provided adequate feedback on Respondent past performance (1).

Cost/Fee Schedule ..... **0 – 10**

Based on the proposed structure and detail of compensation plan. A comparison will be for an annual rate for a three-year period. The Respondent whose three-year cost is the lowest, meeting or exceeding specifications, will receive the highest possible score. All other proposals will be scored proportionately.

5.3 FINAL SELECTION. The Respondents with the highest preliminary ranked responses will be required to participate in software demonstrations with the Evaluation Committee. The Evaluation Committee will determine the number of Respondents required to provide demonstrations. The initial preliminary rankings of Respondents are subject to change based upon the software demonstrations and final evaluation by the Evaluation Committee. The Evaluation Committee will finalize their evaluations in accordance with the criteria set forth in Section 5.2, Evaluation Method and Criteria, at a public meeting and will determine the number of Respondents with whom the District will commence negotiations.

Prior to software demonstrations, the District may obtain, and review vendor information technology security documentation from the shortlisted respondents per Attachment 1, Sample MNDA. If satisfactory documentation cannot be obtained, the vendor will not move forward to the software demonstrations.

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

The contract negotiation will include, at a minimum, an authorized representative of Respondent, a member from the Procurement Office, a member from the Information Technology department, and a member from the District's end user department. The District reserves the right to negotiate any and all elements of a contract resulting from this solicitation.

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ATTACHMENT 1
SAMPLE MUTUAL NONDISCLOSURE AGREEMENT
FOR
FULL-SERVICE CERTIFICATE OF INSURANCE TRACKING SOLUTION
RFP 22-3966

This MUTUAL NONDISCLOSURE 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 _____, whose address is _____, hereinafter referred to as the "Consultant."

1. Nature and Purpose. The District desires to engage the Consultant to provide information leading up to the purchase and during the implementation of a full-service Certificate of Insurance Tracking Solution (the "Project"). This Agreement is made in order for either party to disclose ("Disclosing Party") to the other ("Receiving Party") during the term of this Agreement, such technical, business and personal information as the Disclosing Party may elect to disclose, so that the Receiving Party may review and use the same solely for the purpose of completing the Project, under terms that will protect the confidential and proprietary nature of such information.

2. Confidential Information.

   2.1 As used in this Agreement, "Confidential Information" shall mean information which is a "trade secret" and made confidential and exempt from disclosure by section 815.045, Florida Statutes. "Trade secret" is defined in section 812.081(1)(f), Florida Statutes, as follows:

> "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes any scientific, technical, or commercial information, including financial information, and including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof, whether tangible or intangible, and regardless of whether or how it is stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be: 1. Secret; 2. of value; 3. for use or in use by the business; and 4. of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it, when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

2.2 Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to or at the time of such disclosure, and (ii) it is memorialized in writing within 15 days following such disclosure by the Disclosing Party. Such confirmation shall describe in detail the information which qualifies as Confidential Information under this Agreement. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly identified and marked as Confidential Information at the time of receipt. Information whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form), shall not be considered Confidential Information if such information is non-confidential pursuant to Paragraph 3 below.

2.3 In addition to the above, "Confidential Information" shall also include information made confidential and exempt from disclosure under chapter 119, Florida Statutes, Florida's Public Records Act, as may be amended from time to time. Such exempt information includes, but is not limited to, social security numbers, bank account numbers, and debit, charge and credit card numbers. Exempt information under section 119.071(5), Florida Statutes, shall be considered "Confidential Information" regardless of whether such information is marked "Confidential Information."

3. Non-Confidential Information. The obligations of this Agreement hereof shall not apply to any information if:

3.1. It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;

3.2. It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;

3.3. It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder;

3.4. It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information; or

3.5. Such information is a public record subject to disclosure under section 119, Florida Statutes.

4. Restrictions.

4.1 Disclosure to Third Parties. The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose as stated in Section 1, and (i) is an accountant,

attorney, underwriter or adviser under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

4.2 Disclosure within Receiving Party's Organization. The Receiving Party shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary or desirable for negotiations, discussions and consultations with personnel or authorized representatives of the parties, relating to the purposes set forth in Section 1. The Receiving Party agrees to have any and all individuals who may have access to Confidential Information acknowledge the obligations contained in this Agreement regarding the protection and use of the Disclosing Party's Confidential Information prior to such individuals having access to Confidential Information.

4.3 Duty of Care. The Receiving Party shall maintain the Disclosing Party's Confidential Information using the same degree of care as it uses to protect its own confidential information but, in any case, using no less than a reasonable degree of care. The Receiving Party shall immediately notify the Disclosing Party if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.

4.4 Return or Destruction of Confidential Information. 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 destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party shall certify in writing to the Disclosing Party, upon Disclosing Party's request, that all such information, including all copies, has been destroyed.

4.5 Data Protection and Privacy Laws. Consultant shall comply and warrant that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. Consultant shall provide notice to the District of any breach of security concerning confidential personal information where such information was previously disclosed to Consultant by District pursuant to this Agreement, in accordance with section 501.171, Florida Statutes.

4.6 Access of Social Security Numbers. The parties agree that social security numbers shall only be disclosed in accordance with section 119.071(5), Florida Statutes.

4.7 Legal Action Requiring Disclosure. If Receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, Receiving Party shall give Disclosing Party prompt notice of such request so that Disclosing Party may seek an appropriate protective order or similar protective measure. If the Receiving Party is nonetheless compelled to disclose the Confidential

Information, the Receiving Party shall disclose only that portion of the Confidential Information that Receiving Party is legally required to disclose.

5. No License. No license to the Receiving Party under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.

6. Contact Person. The parties agree to appoint the following contact persons to control dissemination of the Confidential Information:

For District:	For Consultant:
Kim Cash	_____

Any changes to the above contact persons must be provided to the other party in writing.

7. Term. This Agreement shall be effective upon execution by both parties and shall govern all communications of the Confidential Information by Disclosing Party from the effective date of this Agreement through the date on which the Project is complete or is no longer being pursued by the parties.

8. Survival. Notwithstanding the termination of this Agreement, the obligations of each party regarding the protection and use of the other party's Confidential Information shall survive the termination of this Agreement in perpetuity.

9. Florida Law. Notwithstanding any other term or condition of this Agreement, the District does not agree to any term or condition that conflicts with Florida law as may be amended from time to time.

10. Miscellaneous.

10.1 In the event of any litigation or other proceedings before an adjudicative authority regarding the construction hereof or any breach hereof, the non-prevailing party shall pay the reasonable attorneys' fees and expenses of the prevailing party incurred therein.

10.2 Each party acknowledges that unauthorized disclosure or use of the Confidential Information by the Receiving Party may cause irreparable harm and damage to the business of Disclosing Party which may be difficult to ascertain, and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunction relief request may be in addition to, and not in lieu of, any appropriate monetary damages.

10.3 In the event of any legal proceedings arising from or related to this Agreement venue for such proceedings, if in state court, will be exclusively in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.

10.4 This Agreement shall be construed in accordance with the laws of Florida in the United States, without regard to principles of conflicts of law.

10.5 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

10.6 In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

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: _____
Date

_____

By: _____
Name/Title
Authorized Agent for Company
Date

ATTACHMENT 3
PUBLIC ENTITY CRIMES STATEMENT
FOR
FULL-SERVICE CERTIFICATE OF INSURANCE TRACKING SOLUTION
RFP 22-3966

Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

   _____
   (print individual's name and title)

   for

   _____
   (print name of entity submitting sworn statement)

   Whose business address is

   _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, I 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, ill any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes,

means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

__ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

__ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted CONSULTANT list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

CONSULTANT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023.

by _____ as _____

of _____, a _____ corporation, on behalf of

the corporation. He/she is personally known to me or has produced _____ as identification.

_____

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

DISTRICT TRAVEL PROCEDURE

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District Procedure

Southwest Florida Water Management District

Title: Travel

Document Owner: Finance Bureau Chief

Approved By: Brian Armstrong, P.G., Executive Director **Effective Date:** 06/30/2018

Last Review Date: **06/01/2018**

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PURPOSE

To establish travel procedures for the District. To the extent practicable the District will follow the travel procedures prescribed for state agencies by Chapter 112, Florida Statutes (F.S.).

SCOPE

This Procedure applies to all persons authorized to travel for official District business or for a public purpose beneficial to the District, utilizing the most efficient and economical mode of

transportation. Travelers may include Governing Board members, executive staff, all District employees, Advisory Committee members, consultants and advisors, and employment candidates.

AUTHORITY
This Procedure is authorized by Part I of Chapter 112, F.S., and *Governing Board Policy, Travel*.

DEFINITIONS

AUTHORIZED TRAVELER – A public officer, public employee, or authorized person when performing authorized travel. (§112.061 (2)(f), F.S.)

COMMON CARRIER – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm. (§112.061(2)(h), F.S.)

CONFERENCE - means the coming together of persons with a common interest for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops, which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(3), F.A.C.)

CONVENTION - means an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel. (Rule 69I-42.002(4), Florida Administrative Code (F.A.C.).

EMERGENCY SITUATION - means circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety or welfare or, other substantial loss to the state requiring emergency action. (Rule 69I-42.002(6), F.A.C.)

NON-BUSINESS DAY - means for a public officer or employee, a weekend or an authorized [District] holiday; for an authorized person means a day on which such person was not scheduled to be performing service or contributing time to an agency. (Rule 69I-42.002(10), F.A.C.)

PERSONAL TIME - means the time outside the regular work-hours of a business day, a nonbusiness day, or day for which the officer or employee had prior approval for a leave of absence. (Rule 69I-42.002(13), F.A.C.)

POINT OF ORIGIN - means the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination. (Rule 69I-42.002(15), F.A.C.)

TRAVEL DAY – A period of 24 hours consisting of four quarters of six hours each. (§112.061(2)(i), F.S.)

TRAVEL EXPENSE – The usual ordinary and incidental expenditures necessarily incurred by a traveler (§112.061(2)(g), F.S.)

TRAVEL PERIOD – A period of time between the time of departure and time of return. (§112.061(2)(j), F.S.)

1.

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STANDARDS

This Travel procedure will comply with Chapter 112, Florida Statutes, the District's Travel Policy and Rules 60B and 69I Florida Administrative Code.

PROCEDURE

PUBLIC PURPOSE: Travel must be necessary to conduct official District business. Justification must be provided in sufficient detail to demonstrate the benefit to the District.

AUTHORITY TO INCUR TRAVEL EXPENSES: All travelers must be authorized in advance to incur travel expenses. A Travel Authorization may be required.

AUTHORIZED TRAVELERS: The following persons are authorized to travel in compliance with *Governing Board Policy, Travel*, to conduct official District business:

- Governing Board members.
- Executive Director, Division Directors, General Counsel and Inspector General.
- Employees in a board-authorized regular, part-time or temporary position while in travel status.
- Advisory Committee members may be authorized travelers of the District upon approval.
- Consultants and advisors may be authorized travelers under the terms of a contract or agreement.
- The travel expenses of an employment candidate, for an executive or professional position, may be reimbursed by the District when the candidate must travel at least 400 miles roundtrip to the District for an interview. A request for reimbursement must be made by submittal of a properly executed Travel Authorization. The candidate must sign the Travel Authorization upon arrival for the interview and submit a Travel Expense within two (2) weeks of the date of the interview. Refer to *Personnel Guideline, Recruitment and Selection*, for further details. The travel expenses incurred by the candidate will be paid from the budget of the hiring authority.

OFFICIAL HEADQUARTERS: The office, field office or location to which the traveler is assigned and designated in his or her Human Resources file, except as follows:

- The official headquarters of an employee located in the field is the specific site (identified by address or nearest intersection) at which the majority of his or her work is performed, or as designated by the District.
- The city, town or locality in which an employee is stationed for a period of over thirty (30) continuous workdays will be deemed his or her official headquarters. Upon reassignment the employee will no longer be eligible for mileage, per diem or subsistence (meal allowance) reimbursement unless the 30-day period is extended by the express approval of the Executive Director.

Board members will be reimbursed for actual round-trip mileage from their home address to their destination when traveling on District business by using the online MapQuest Program. If the home address of a board member changes during his or her term in office, Board and Executive Services staff shall notify Accounts Payable of the new address and the effective date.

TRAVEL AUTHORIZATION (TA): A TA must be fully executed and approved prior to scheduling or incurring any expenses related to a travel period. All District travelers must use the TA to document the public purpose of the travel and to obtain approval for the following:

- Attendance at any convention, conference, seminar or workshop.
- Employment candidate travel expenses (requires printed TA signed by applicant).

- Travel advance requests.

The statement of public purpose for attendance at a convention, conference, seminar or workshop must explain how the event is related to or provides a benefit to the mission of the District, or the duties and responsibilities of the traveler.

An employee who has been approved to leave from home must identify his or her home address as the point of origin for the specific travel period covered on the TA.

SIGNATURES REQUIRED FOR TRAVEL AUTHORIZATION (TA): The traveler must complete a TA and secure the appropriate approval prior to travel. No one may authorize travel for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

TRAVEL ADVANCES: A traveler may request a Travel Advance for Class A travel when the traveler anticipates substantial travel expenses. Advances will not be authorized for Class B or C travel. The maximum travel advance may not exceed 80 percent of the estimated expenses, such as mileage, per diem, subsistence (meal allowance), parking and tolls. In calculating an advance, the traveler may not include expenses which will be paid directly by District procurement card or District check. A Travel Advance will not be issued for less than $100. To request a Travel Advance, a traveler must complete a fully executed TA at least five (5) days prior to departure. The Travel Advance must be reconciled by submitting a Travel Expense within ten (10) workdays of the traveler's return to work.

CONTINUOUS TRAVEL STATUS: Continuous travelers are employees who routinely travel overnight. Employees in continuous travel status may request a Travel Advance in an amount equal to or more than $100 but not to exceed 80 percent of expected travel expenses for a two-week travel period. A traveler cannot have more than two outstanding Travel Advances at one time. Employees in continuous travel status must submit a Travel Expense at the end of each travel period to document his or her actual expenses and reconcile the Travel Advance. When an employee is no longer in continuous travel status, any Travel Advance amount greater than the actual expenses incurred by the employee must be refunded to the District within ten (10) workdays. All continuous Travel Advances must be reconciled before the end of each fiscal year.

TRAVEL EXPENSE (TE): The TE is used to document and to request reimbursement for all authorized travel related expenses. The TE must be submitted with all required receipts attached, if applicable.

By electronically submitting and approving a TE document, the traveler is certifying and affirming the truthfulness and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the request conforms in every respect with the requirements of the District's Travel Policy and Procedure.

When a TE covers a travel period for which a TA was issued, the TE must be completed within ten (10) workdays of the traveler's return to work. TEs that do not include a travel period covered by a TA must be submitted to Accounts Payable at least monthly.

If a traveler has been issued a Travel Advance that exceeded the traveler's actual expenses, the traveler must reimburse the District within ten (10) workdays of his or her return to work and attach a copy of the cash receipt to the TE. The actual amount of the reimbursement will be determined by an audit of the traveler's TE by Accounts Payable.

Governing Board members may elect to submit their TEs quarterly.

SIGNATURES REQUIRED FOR TRAVEL EXPENSE (TE): The traveler must approve his or her TE and secure the appropriate additional approval. No one may authorize the TE for himself or herself, approval must be obtained in accordance with *District Procedure, Signature Authority*.

CLASSES OF TRAVEL: The three (3) classes of travel are:

Class A Continuous travel of 24 hours or more away from official headquarters and away from home overnight. This is based on four equal quarters of 6 hours each, which will constitute a travel day (midnight to midnight).

Class B Continuous travel of less than 24 hours, away from official headquarters and away from home overnight. This is based on six-hour quarters which begin at the hour of departure. Because Class B travel is less than 24 hours, Class B travelers will not be eligible for the per diem beginning at midnight. Class B travel will be based on quarters only beginning with the hour of departure and ending at the time of return.

Class C Short or daytime trips during which the traveler is not away from official headquarters overnight (travel may occur during evening hours due to special assignment).

PER DIEM (Class A or B Travel Only): All travelers may be paid per diem or subsistence (meal allowance) when traveling within or outside the state to conduct official District business, or to attend a convention, conference or seminar, when such convention, conference, or seminar is for a public purpose relating to District business. Travelers will not be reimbursed for meals or lodging included or offered for an event whether included in a registration fee or not. Either of the following methods may be selected for calculating per diem each day of travel at the option of the traveler:

- A flat rate of $80 per day ($20 per quarter day). No receipts are required for lodging or meals. (See *Classes of Travel* above for further explanation.)

OR

- Reimbursement for actual lodging cost, at the single occupancy rate to be substantiated by a detailed receipt, and the authorized subsistence (meal allowance).

The traveler may choose the State per diem rate as stated above or the foreign travel per diem rate as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" as authorized by Section 112.061(3)(f), F.S. if traveling outside the United States.

SUBSISTENCE (MEAL ALLOWANCE) RATES (Class A, B or C Travel):

To receive payment for:	Must depart prior to:	Must return after:	Meal Allowance
Breakfast	6 a.m.	8 a.m.	$ 6
Lunch	12 p.m.	2 p.m.	$11
Dinner	6 p.m.	8 p.m.	$19

A meal allowance will be paid to travelers in Class A and Class B status, and to travelers in Class C travel status when participating in scheduled meetings, seminars, workshops, special assignments or other official business occurring outside the normal work assignment of a traveler. A meal allowance will not be paid when travel is within 15 miles of a work location/event, unless travel expenses are authorized by a TA.

Staff whose work assignment is "in the field" may not receive a meal allowance for lunch until they have worked 40 hours in a workweek. The appropriate timesheet must be attached to the Travel Expense. District authorized holidays may be included in the calculation of hours worked.

In compliance with *Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide*, all Class C subsistence (meal allowance) reimbursements are considered income for tax purposes. All Class C meals are reimbursed through accounts payable and taxed through payroll.

If a registration fee includes meals, the traveler will not be reimbursed for the meals provided. A continental breakfast is considered a meal and will not be reimbursed (if provided). Reimbursement for meal expense will be at the appropriate subsistence (meal allowance) rate regardless of the actual cost of the meal. Any cost above the subsistence (meal allowance) amount is the responsibility of the traveler. Meal tips will not be reimbursed. Meals offered at an event that does not require a registration fee or by a hotel or motel when lodging will not be reimbursed to the traveler.

LODGING/ACCOMMODATIONS: Lodging expenses are authorized for District travelers in Class A or B travel status. Lodging for District employees and board members must be reserved and paid with a District procurement card and substantiated by an original detailed receipt filed with the traveler's procurement card reconciliation documents. If circumstances necessitate the use of the traveler's personal credit card, the original detailed receipt together with an explanation of the circumstances must be submitted with his or her TE.

If two or more District employees elect to share a room while in Class A or B travel status they must all elect the same method of per diem reimbursement.

A traveler may not receive reimbursement for lodging within 50 miles one-way of their official headquarters or home unless authorized by his or her Division Director.

If a traveler is prevented from returning home at a reasonable hour due to the scheduled conclusion of an event, the traveler's departure may be delayed until the following morning upon a determination that an additional overnight accommodation is warranted and the appropriate approval is obtained. If the traveler chooses to delay departure without approval, the use of personal leave will be required and per diem and lodging expenses may not be reimbursed.

TRANSPORTATION: All travel must be by a frequently traveled route utilizing the most efficient and economical means of transportation. It is the responsibility of the traveler's bureau to determine the most efficient and economical means of transportation prior to making travel arrangements. It is recommended that a District vehicle be used for all statewide business travel unless the use of a personal vehicle or common carrier would be more efficient or cost effective. Any costs incurred as the result of personal negligence while traveling in a District or personal vehicle for the District (i.e., traffic or parking citations, keys locked in vehicle, etc.) are the sole responsibility of the traveler. All travelers are responsible for providing proof of vehicle insurance to the District if requested.

All common carrier business travel for District employees should be booked through the District's travel services provider and paid with a District procurement card.

Special provisions when business and personal travel are combined: Personal travel expenses may never be charged to a District procurement card. Prior to scheduling combined business and personal travel, the traveler should contact Accounts Payable to ascertain the documentation necessary to separately record business expenses from personal expenses.

PERSONAL VEHICLE EXPENSES: The following conditions apply if a traveler is authorized to use a personal vehicle in lieu of a District vehicle or common carrier:

- A traveler will be entitled to mileage reimbursement at the rate approved by the State Legislature, currently 44.5 cents per mile.
- All mileage must be shown from the point of origin to the point of destination, along a frequently traveled route.
- Mileage must be calculated by using the online MapQuest Program, if applicable.
- If travel is by an indirect route for the traveler's own convenience, any additional costs are the responsibility of the traveler. Reimbursement will be based on the costs that would have been incurred utilizing a frequently traveled route.
- Each stop during a travel period should be reported on a separate line of the TE.
- A traveler will not be reimbursed for travel between home and his or her official headquarters or assigned work location.
- If traveling on a non-business day to a location other than his or her official headquarters or assigned work location, the point of origin may be the traveler's home. In no case shall mileage claimed exceed the actual miles driven.
- If a traveler leaves from or returns to his or her home on a regularly scheduled business day, the traveler will be reimbursed for the lesser of the mileage between a business site and his or her home, official headquarters or assigned work location. In no case will mileage claimed exceed the actual miles driven.
- No mileage reimbursement will be paid to a traveler who is gratuitously transported by another person or by another traveler who is entitled to reimbursement.
- Mileage for two round-trips to an airport or the cost of contracted transportation may be approved if it is determined to be more efficient or economical than one round trip plus airport parking fees.
- A traveler will be reimbursed the lesser of the common carrier fare or the actual mileage reimbursement amount, whichever is determined to be more economical to the District. Prior to the traveler's departure, an estimate of airfare and rental vehicle costs should be obtained from the District's travel services provider and attached to the TA.
- Reimbursement is not allowed for expenditures related to the operation, maintenance and ownership of a vehicle.

VEHICLE RENTAL: Rental vehicles should be reserved through the District's travel services provider and any changes or cancellations should be coordinated prior to the traveler's departure. District employees on official business must pay for rental vehicles with a District procurement card. A rental vehicle for personal use may not be reserved or paid for with a District procurement card. Before signing a rental agreement, travelers must ensure:

- The proper rental rate has been applied.
- Additional insurance coverage will not be charged to the District.
- The refueling service option has not been selected.
- Sales tax will not be charged in the State of Florida.
- The most economical vehicle to appropriately accommodate the travel has been

selected.

Travelers must use a Class 3(C), Intermediate vehicle unless the use of a vehicle larger than Class 3(C) Intermediate is justified (e.g., more than four travelers, transporting equipment or supplies) and approved.

Class	Vehicle Size	Code
3(C)	Intermediate	IDAR
4(E)	Full-Size, Four-Door	FDAR
5(V)	Minivan	MVAN

Business use of a rental vehicle under the State contract or District agreement includes collision coverage. The District will not pay for additional insurance coverage. The rental vehicle must be refueled prior to being returned. Original fuel receipts must be filed with the traveler's procurement card reconciliation documents or attached with the TE, as appropriate.

The traveler must retain both the rental agreement and the final detailed rental receipt to be filed with their procurement card reconciliation documents.

Rule 60B-1.012, Florida Administrative Code, requires all occupants of rented vehicles to utilize the seat belts or occupant restraint system provided. Failure to comply with this Rule may subject employees to disciplinary action.

Special provisions for combined business and personal use of a rental vehicle: If combining business and personal travel, a traveler must reserve and make payment for the rental vehicle with a personal credit card. The traveler will only be reimbursed for the business portion of the travel period based on the lesser of, the estimated cost provided by the District's travel agent or the amount calculated by Accounts Payable from his or her actual receipt. Prior to the traveler's departure an estimate of rental vehicle cost for the business portion of the travel period should be obtained from the District's travel agent. The estimate must be submitted with the traveler's TA. After returning from the travel, a copy of the rental agreement and original detailed receipt must be submitted with the TE to request reimbursement, if applicable.

Also, upon approval of the TA and/or TE, the traveler is acknowledging that they have been informed of the *recommended* limits of liability insurance ($100,000 per person, $300,000 per occurrence and $100,000 property damage, or $500,000 combined single limit liability) that should be maintained when using a personally-owned vehicle on District business.

AIR TRAVEL: All air travel by commercial airlines must be economy class unless otherwise approved. The District's travel services provider should be used to obtain fare estimates and to book all air travel for District employees. A copy of the fully approved TA should be provided to the District's travel services provider to authorize the purchase of the airline ticket. All airline tickets and airfare transaction fees should be charged to a District procurement card.

Employees are encouraged to consider discounted airfares, commonly referred to as "super saver" tickets, instead of the more expensive full-fare refundable tickets. Many of these tickets are either non-refundable or require payment of a penalty if cancelled. If arrangements are made through the travel provider, cancellations must be made no later than 24 hours prior to a flight's scheduled departure time to retain the value of the ticket for future use (within one year) by the named traveler. Penalties for cancellation of discounted airline tickets may be paid by the District only if cancellation is in the best interest of the District, or because the traveler is ill or the result of the death of a member of the traveler's immediate family. The traveler is responsible for any cancellation penalty if the ticket is cancelled for the convenience of the traveler. The traveler

must reimburse the District for the cost of tickets that are canceled at the traveler's discretion and not rebooked within the allowable timeframe. The circumstances, and risk of cancellation should be evaluated prior to the purchase of each ticket to avoid or minimize any cancellation penalty. If the District determines that it is in the best interest of the District to cancel a "super saver" ticket and pay a cancellation penalty, an explanation of the circumstances justifying payment of the penalty must be attached with the District Procurement Card reconciliation.

An increase in airfare of $100 or more over the estimated costs on the TA must be justified by the traveler. The traveler must reimburse the District for all unjustified costs whether due to a traveler's negligence or personal discretion.

Special provisions for combined business and personal air travel: Personal travel may be combined with business travel and should be booked together through the District's travel services provider. Personal expenses may never be charged to a District procurement card. The traveler must pay for the ticket and submit a copy of the itinerary and proof of payment with his or her TE. The traveler will be reimbursed for the business portion of the travel period based on the lesser of the estimated cost provided by the District's travel services provider at the time the travel arrangements were made, or the amount calculated by Accounts Payable from his or her actual receipt. The scheduling bureau should obtain an estimate of the ticket cost from the District's travel services provider prior to the scheduled travel and submit the estimate with the TA.

CHARTER FLIGHT SERVICE: Charter flights may be used to provide transportation to conduct District business when it is determined to be in the best interest of the District. Overflights are not included in this procedure. Charter flight requests for Governing Board members, Executive Director, Division Directors, General Counsel or Inspector General will be arranged by Board and Executive Services. The use of charter flights by staff members must be authorized by the Executive Director.

Procurement staff will process the flight request in accordance with *Board Policy, Procurement* and *District Procedure, Procurement*, to obtain charter flight services from an appropriate vendor. Emergency arrangements may be made directly by coordinating with Procurement staff.

INCIDENTAL TRAVEL EXPENSES: The TE must include the following documentation when claiming reimbursement for incidental travel expenses:

- Receipts or canceled checks for registration fees paid by the traveler.
- Receipts for taxi fares more than $25 on a per-fare basis.
- Receipts for storage, parking fees or tolls more than $25 on a per transaction basis. Storage or parking fees are not allowed on a weekly or monthly basis unless it can be established that such method results in a savings to the District.
- Valet Parking is only reimbursable when no general parking is available, or circumstances warrant use.
- A statement that communication expenses were business related. This includes fax and internet connection charges. NOTE: Telephone calls made to the traveler's family are not a reimbursable communication expense.
- Receipts for dry-cleaning, laundry and pressing expenses when official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.
- Receipts for passport and visa fees required for official travel.
- Receipts for necessary fees charged to purchase traveler's checks for official travel expenses.
- Receipts for fees charged to exchange currency necessary to pay for official travel

expenses.
- Photocopy charges that are business related and more than $25 on a per event basis.

Lost or missing receipts will require a signed statement from the traveler together with the appropriate level of approval to be eligible for reimbursement. Other travel expenses may be reimbursed if determined to be in the best interest of the District and upon the approval of the Finance Bureau Chief.

NOTE: Purchases made using a personal credit card are not tax exempt. The District's tax exemption certificate is only applicable to purchases made using a District procurement card or paid directly by the District. When travel is entirely within the State of Florida, the traveler will not be reimbursed for taxes paid.

The following do not require a receipt:

- Tips paid to taxi drivers that do not exceed fifteen percent of the taxi fare.
- Tips paid for mandatory valet parking not to exceed $1 per incident.
- Portage paid for assistance with luggage shall not exceed $1 per bag not to exceed $5 per incident. Portage charges exceeding $5 per incident will require justification.

Other incidental travel expenses not detailed in this procedure will be handled on a case-by-case basis upon approval of the Finance Bureau Chief.

EMERGENCY SITUATIONS: he following conditions apply when a public officer, employee or authorized person away from their official headquarters on personal time is required to travel because of a District emergency:

- The traveler may be reimbursed for travel expenses incurred in traveling from his or her point of origin to his or her point of destination, which may be his or her official headquarters. However, employees will not be reimbursed from his or her home to his or her official headquarters.
- If personal circumstances necessitate the return of the traveler to his or her point of origin after the emergency has ended rather than returning to or staying at his or her official headquarters, the traveler may be reimbursed his or her travel expenses for the return.
- The traveler's request for reimbursement of travel expenses from a point of origin other than his or her official headquarters must contain an explanation of the emergency that necessitated travel from such point.
- If an authorized traveler has incurred certain unrecoverable costs associated with personal plans and is unable to carry out such plans due to an emergency, such unrecoverable costs may be reimbursed by the District. The request for reimbursement must include a description of the circumstances constituting the emergency.

EMERGENCY OPERATIONS: The Governor has the authority to declare an emergency in response to a major disaster that may result in the suspension of all or a portion of Section 112.061, F.S. to the extent necessary under the circumstances. In this instance, the District's Executive Director or designee is authorized to allow the purchase of food and beverages for personnel operating the District's Emergency Operation Center (EOC) on a 24-hour basis during the emergency.

The following guidelines are in effect if Section 112.061, F.S., has been suspended, in whole or in part, and the Executive Director or designee has activated the District's EOC:

- All EOC travelers will receive the Finance Bureau's Emergency Operations Travel

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Instructions. These instructions include forms that have been modified to more accurately document the information required for Federal, State and County reimbursement submittals. The forms should be completed as travel occurs and must be submitted to Accounting at the end of each biweekly payroll period. All EOC travel will be submitted through the online travel module in the Advantage Financial System.

- Per diem and subsistence (meal allowance) rates will remain the same, but the schedule for Class C subsistence (meal allowance) reimbursement has been modified to three 8-hour periods, as detailed on the Emergency Order/EOG Activation Class C Travel Clock.

EOC authorized travelers who work at least an 8-hour shift per day shall be entitled to a full daily subsistence (meal allowance) reimbursement, less subsistence (meal allowance) for food that has been provided.

- The EOC Provisions Unit Leader will determine when and where food will be made available to authorized travelers in lieu of subsistence (meal allowance).
- The cost for food service should not exceed the subsistence (meal allowance) amounts and the food service should be carefully controlled.
- When authorized by the EOC Coordinator, a procurement card may be used to purchase food. In such cases, a receipt must be submitted with a list of the names of all travelers to whom food was provided. Food costs which exceed the established subsistence rates shall require a detailed explanation.

Emergency expenses that are not related to travel should not appear on the TE. Invoices or receipts for cash expenses should be submitted for reimbursement through petty cash or, if over $50, by submitting a check request to Accounts Payable.

The Executive Director may modify or interpret this Procedure.

DISTRIBUTION
This procedure will be stored in the Procedure Repository. Governing Board members and all District staff will be directed to review this procedure in its entirety and notified of any changes to the procedure as they occur.

REFERENCES
Chapter 112, Florida Statutes
District Travel Policy
Rule 69I, Florida Administrative Code
Rule 60B, Florida Administrative Code
Personnel Guideline, Recruitment and Selection
District Procedure, Signature Authority
Internal Revenue Service, Publication 15, Circular E, Employer's Tax Guide
Board Policy, Procurement
District Procedure, Procurement
District Guideline, Procurement Card

PERIODIC REVIEW
This procedure will be reviewed and/or updated every five years by the Finance Bureau Chief and Accounting Manager or their designee.

ATTACHMENT 5
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
FULL-SERVICE CERTIFICATE OF INSURANCE TRACKING SOLUTION
RFP 22-3966

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

    2.1 The dangers of drug abuse in the workplace.
    2.2 The Respondent's policy of maintaining a drug-free workplace.
    2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
    2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:

    4.1 Abide by the terms of the statement.
    4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:

    6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    6.2 Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Company:
_____

By:
_____
Signature of Authorized Representative Date