Southwest Florida Water Management District

COVER SHEET

REQUEST FOR PROPOSALS

SUBMIT RESPONSES TO: **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ELECTRONICALLY THROUGH: WWW.DEMANDSTAR.COM**

DIRECT INQUIRIES TO: **Ari Horowitz, Procurement Specialist**
Phone: 352-505-2970 E-mail: procurement@watermatters.org

SOLICITATION TITLE: **RFP 26-4984 Third-Party Claims Administration for Worker's Compensation Claims**

DATE POSTED: **October 26, 2026**	PROPOSALS DUE DATE AND OPENING: **November 17, 2026, at 2:00 p.m., local time**

PRE-PROPOSAL CONFERENCE & SITE VISIT: **None**

QUESTIONS SUBMISSION DEADLINE: **November 3, 2026, at 5:00 p.m., local time**
All questions must be submitted in writing.

SPECIFICATIONS: Southwest Florida Water Management District (the District) is soliciting competitive sealed proposals from qualified and experienced Third-Party Administrators (TPA) to provide comprehensive Workers' Compensation claims administration services.

Respondent Name:		Reason for No-Proposal:
Mailing Address:		
City-State-Zip:		
Telephone 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 Proposals 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 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 Proposals 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 PORPOSAL 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 #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

1.1 Purpose
1.2 Definitions
1.3 Internet Availability
1.4 Development Cost
1.5 Changes, Delays, and Addenda
1.6 Pre-Proposal Conference
1.7 Rules for Proposals
1.8 Contingency Fee
1.9 Proposal Format
1.10 Proposal Opening
1.11 Questions
1.12 Conflict of Interest
1.13 Proposal Withdrawal
1.14 Public Availability of Records
1.15 Responsive/Responsible
1.16 Right to Accept or Reject Proposals
1.17 Proposal Recap and Notice of Intended Decision
1.18 Protests
1.19 Agreement Information
1.20 Indemnification
1.21 Insurance
1.22 Withholding Payment
1.23 Termination
1.24 Execution of Contract
1.25 Law Compliance
1.26 Americans with Disabilities Act (ADA)
1.27 Public Entity Crimes
1.28 Scrutinized Companies or Other Entities
1.29 Responsible Vendor Determination
1.30 Employment Eligibility Verification
1.31 No Use of Coercion for Labor or Services
1.32 Contracting with Entities of Foreign Countries of Concern
1.33 Correspondence
1.34 Purchases by Other Public Agencies

PART II - INTRODUCTION

2.1 General Information
2.2 Background Information
2.3 Term of Contract
2.4 Proposal Calendar

PART III – NATURE OF SERVICES REQUIRED

3.1 Purpose
3.2 Background
3.3 Minimum Qualifications/Requirements
3.4 Ownership of Claim Files
3.5 Access to Claim Files
3.6 Secure, Internet-Based Portal (TPA's Portal)
3.7 Audit of Files and Procedures
3.8 Data Security and Financial Controls
3.9 Scope of Services
3.10 Cost Proposal Requirements

PART IV - EVALUATION PROCEDURES

4.1 Evaluation
4.2 Evaluation Method and Criteria
4.3 Negotiations
4.4 Final Selection

ATTACHMENTS

Attachment 1 – Cost Proposal Form
Attachment 2 – Reference Forms
Attachment 3 – Historical Claim Data
Attachment 4 – Affidavit for Contracting with Entities in Foreign Countries of Concern
Attachment 5 – Respondent Questionnaire
Attachment 6 – Sample Agreement

PART I - GENERAL CONDITIONS

1.1 PURPOSE.

The purpose of this solicitation is to provide guidelines for submission of proposals to qualify for the nature of services described in Part III, hereinafter referred to as the "Project."

1.2 DEFINITIONS.

1.2.1 Respondent - means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this solicitation. “Sub-Respondent” means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency.

1.2.2 Third-Party Administrator (TPA) - refers to the independent company hired by the District to perform the services required by this solicitation.

1.3 INTERNET AVAILABILITY.

District solicitations, bidding documents (unless exempt and/or confidential), and Addenda are available for review and may be downloaded via the District's Procurement Website, http://www.watermatters.org/procurement, and DemandStar at www.demandstar.com.

1.4 DEVELOPMENT COST.

Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this solicitation. 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 solicitation.

1.5 CHANGES, DELAYS, AND ADDENDA.

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

District solicitations, changes, delays, addenda and questions and answers are available for review and download at http://www.watermatters.org/procurement and www.demandstar.com. Potential respondents are responsible for rechecking the websites for any changes or addenda prior to the due date and time.

All interpretations and supplemental instructions will be in the form of written Addenda to the solicitation documents including District answers provided in response to the Questions section of this solicitation. Failure to acknowledge receipt of all Addenda may be grounds for rejection of a 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 solicitation or 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.

1.6 PRE-PROPOSAL CONFERENCE.

A pre-proposal conference will not be held for this solicitation.

1.7 RULES FOR PROPOSALS.

Two or more firms may combine for the purpose of responding to this solicitation providing that one is designated as "Prime" Respondent and the other as "Sub-Respondent(s)". 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 solicitation cover page.

1.8 CONTINGENCY FEE.

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate this award without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

1.9 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.

The proposal shall submit four separate files:

- File 1: Main Proposal Document (subsections 1.9.1 – 1.9.12)
- File 2: Financial Controls Reports (subsection 1.9.13.1)
- File 3: Data Security Reports (subsection 1.9.13.2)
- File 4: Cost Proposal Form (subsection 1.9.14)

1.9.1 Cover Sheet

Respondents must sign and return the solicitation Cover Sheet with their proposals.

1.9.2 Table of Contents with clear identification of the material by section and page number

1.9.3 Letter of Transmittal

This letter should not exceed two pages and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and

telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.

1.9.4 Organizational Profile and Qualifications

This section of the proposal should provide a description of the 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. Key Project team members shall be highlighted on the organizational chart. Copies of any licenses and certifications held by the TPA shall be included.

1.9.5 Experience and Past Performance

This section of the proposal should provide a history of past and current projects and successful experience of third-party administration of worker's compensation claims within the last five years for public entities within the State of Florida. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. Highlight any projects that are active public entity self-insured accounts.

Experience shall demonstrate the Respondent's accomplishments and ability to effectively complete this Project.

1.9.6 Professional Resumes and Qualifications

This section of the proposal should provide a resume for each of the key Project team members identified in subsection 1.9.4, showing their role in the Project, field of expertise, qualifications, and experience. Copies of any licenses and certifications held by key Project team members shall be included.

1.9.7 References

This section of the proposal shall provide three references from the recent projects provided in subsection 1.9.5. These references shall be for projects of similar scope and complexity to this Project and shall have been completed or in progress within last five years. References shall be from three separate public entities within the State of Florida. The District may not be included as reference provided under this Section.

References shall be individuals that can be readily contacted and have first-hand knowledge of the Respondent's performance on the specific project performed by the Respondent. It is recommended that each reference contact person be informed that they are being used as a reference and that the District may be contacting them. Failure of references listed to respond to the District's inquiries may negatively impact the evaluation of the proposal, including rejection of the proposal as non-responsive.

References shall be provided on the forms provided in Attachment 2, Reference Forms.

1.9.8 Subcontractors (if applicable)

This section shall list all subcontractors that will be utilized in the execution of Project work. Documentation as provided for the TPA in subsections 1.9.4 - 1.9.7 shall be provided for each subcontractor listed.

1.9.9 **Nature of Services Required**

This section of the proposal should provide a description of the Respondent's understanding of the scope of the work as laid out in Part III – Nature of Services Required and their approach to successfully provide the services.

1.9.10 **Data Protection and Security**

This section of the proposal must describe how the confidentiality of District records and data will be maintained, including a summary of the current security procedures for accessing, transmitting, and storing data. In addition, Respondent shall provide the following information:

1.9.10.1 Disclose any security breaches within the last five years. For each security breach, if any, provide the date of the breach, a brief explanation of the breach, and the remediation steps. If no security breaches have occurred within the last five years, the Respondent shall provide a statement to that effect.

1.9.10.2 Describe the Respondent's disaster recovery and business continuity practices. Indicate whether a formal Incident Response Plan (IRP) is in place and include, if applicable, provide with submission.

1.9.11 **Respondent Questionnaire**

This section of the proposal shall include the Respondent's responses to the questions listed in Attachment 5, Respondent Questionnaire.

The Respondent shall title this section "Response to Attachment 5, Respondent Questionnaire."

The Respondent shall list and state each question in order followed immediately by their response to that question.

A cross-reference indicating where in the proposal the answer to each question can be found may be utilized (section and page number must be clearly identified).

1.9.12 **Completion of Proposal Documents**

In addition to the proposal submission requirements listed in subsections 1.9.1 through 1.9.11, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so could result in rejection of the proposal as non-responsive.

- Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this solicitation on each Addendum Form issued with their proposal
- Attachment 4 – Affidavit for Contracting with Entities in Foreign Countries of Concern

1.9.13 **Data Security and Financial Controls**

For Financial Controls, the following shall acceptable submissions:

- SOC 1, Type II Report
- or Equivalent
- any applicable Bridge Letter(s)

For Data Security, the following shall acceptable submissions:

- FedRAMP
- GovRAMP
- SOC 2, Type II Report
- or Equivalent
- any applicable Bridge Letter(s)

The above may be generically referred to as “Reports.”

The Respondents must demonstrate they maintain an effective system of internal controls appropriate to the nature and scope of the services required under this solicitation. The Respondents shall provide independent assurance regarding the design and operating effectiveness of applicable controls through Security Reports, as determined by the District in its sole judgement and discretion, as requested below. The District reserves the right to reject a proposal as non-responsive if the District, in its sole judgment and discretion, determines that a Respondent’s system of internal controls, including that of any material subservice organization, applicable to this solicitation, presents an unacceptable risk to the District.

The Reports shall cover, to the extent applicable, the systems, applications, infrastructure, facilities, personnel, processes and services that the Respondent will use to perform the services. A report covering only an affiliate, parent company, unrelated business unit, or service that does not include the systems and services applicable to the District, shall not, by itself, satisfy this requirement.

Where the Respondent relies upon a subservice organization for material functions, the Respondent shall identify the subservice organization and explain how the controls applicable to that organization are addressed by the Respondent’s Reports. Additionally, the Respondent shall provide the District with applicable Reports for material subservice organizations. If the most recent Reports does not cover the period immediately proceeding its submission to the District, the Respondent shall provide a written Bridge Letter.

Should a potential respondent have any question on which functions constitute a material function to the District, the potential respondent must submit a request for clarification with only an explanation of the function of the subservice organization in accordance with the Questions section of this solicitation. Do not submit specific company information.

The Respondent acknowledges that the District is subject to Florida’s public records laws. The Respondent shall identify at the time information is submitted, any portion of a Report or related documentation that the Respondent contends is exempt from disclosure under applicable Florida law and shall identify the specific statutory basis asserted for each exemption.

1.9.13.1 **Financial Controls Reports**

Respondent must provide its most recent and current Report issued under the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No. 18 (SSAE 18), covering all systems and service providers for the services requested in this solicitation. The documentation must demonstrate that appropriate financial controls are in place and operating effectively over a defined review period.

Where the Respondent relies upon a subservice organization for material functions, including but not limited to, payment decisions, payroll processing, payment processing, invoicing/billing, financial reconciliation and associated processes, the Respondent shall identify the subservice organization and explain how the controls applicable to that organization are addressed by the Respondent's Report. Additionally, the Respondent shall provide the District with a Report for each applicable material subservice organization.

As stated in Proposal Format section above, the Report(s) must be provided as a separate file.

Clarifying information may be requested.

1.9.13.2 **Data Security Reports**

Respondent must provide its most recent Report covering all systems and service providers for the services requested in this solicitation. The documentation must demonstrate that appropriate controls are in place and operating effectively over a defined review period.

Where the Respondent relies upon a subservice organization for material functions, including but not limited to hosting, claims processing, payment processing, document management, data storage, call-center services, information technology services, the Respondent shall identify the subservice organization and explain how the controls applicable to that organization are addressed by the Respondent's Report. Additionally, the Respondent shall provide the District with a Report for each applicable material subservice organization.

As stated in Proposal Format section above, the above Report(s) must be provided as a separate file.

Clarifying information may be requested.

1.9.14 **Cost Proposal Form (Attachment 1)**

This section of the proposal is addressed in Attachment 1, Cost Proposal Form. As stated in Proposal Format section, above, a completed Attachment 1, Cost Proposal Form must be provided as a separate file.

1.10 **PROPOSAL OPENING.**

The proposal opening will be public, on the date and at the time specified on the Cover Sheet. It is Respondent's responsibility to assure its proposal is uploaded to the DemandStar website before due date and time. Proposals that for any reason are not so received will not be considered.

Respondents must submit one complete proposal package electronically through www.demandstar.com. Instructions on how to submit documents are included with this solicitation. Proposals that are not received in a timely manner 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. Respondents are responsible for all costs associated with the preparation of their proposal.

The District may make an award within 120 days after the date of the opening, during which period the proposals shall remain firm and shall not be withdrawn. If award is not made within 120 days, the proposals shall remain firm until either the District awards the contract or the District receives written notice from a respondent that its proposal is withdrawn.

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. SOLICITATION 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.

Persons may listen to the proposal opening by clicking on the “Join Microsoft Teams Meeting” title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to proposal openings:
Join Microsoft Teams meeting on your computer or mobile app via
https://bit.ly/4dA1RHE
Or call in (audio only)
+1 786-749-6127,,215361998# United States, Miami
Phone Conference ID: 215 361 998#

1.11 **QUESTIONS.**

All questions must be presented in writing to procurement@Watermatters.org or the physical address as stated in the Correspondence section and received by the District no later than the date indicated on the Cover Sheet. Inquiries must reference the proposal title, number, and the date of proposal opening. Respondents are responsible for checking the websites as specified in the Changes, Delays, and Addenda section, for the District’s responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

1.12 **CONFLICT OF INTEREST.**

The award hereunder is subject to the provisions of Chapter 112, Part III, 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.

1.13 **PROPOSAL WITHDRAWAL.**

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

1.14 **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 solicitation 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 electronic copy PDF file) and mark that specific information as "CONFIDENTIAL", state the reason such information is exempt from public disclosure, and provide the specific statutory citation for such exemption (i.e., Section 815.04, Florida Statutes); otherwise, Respondent waives any possible or claimed exemption upon submission, effective at opening.

The Florida Public Records Act, Section 119.071(1)(b), Florida Statutes, as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intended Decision pursuant to Section 120.57(3)(a), Florida Statutes, or until 30 days after the proposal opening, whichever is earlier. This exemption is not waived by the public opening of the proposals.

1.15 **RESPONSIVE/RESPONSIBLE.**

At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Proposals that fail to list all Sub Respondents as required in the Proposal Format section, will be rejected as non-responsive. Proposals that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in the Proposal Format section, may be rejected as non-responsive. Respondents whose proposals, 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 proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding tan agreement, to require a Respondent and its Sub-Respondents 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 specified. 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. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.

1.16 RIGHT TO ACCEPT OR REJECT PROPOSALS.

Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the solicitation or irregularities of any kind, or do not comply in every respect with the solicitation 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 solicitation 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 solicitation. If awarded, no contract will be formed between the Respondent and the District until the contract is executed by both parties.

1.17 PROPOSAL RECAP AND NOTICE OF INTENDED DECISION.

The names of Respondents will be announced at the proposal opening and proposal recap (listing the names of Respondents who submitted a proposal in response to this solicitation) will be posted for review by interested parties on the websites identified in Internet Availability section. Proposal recap will not be provided by telephone, fax, or email.

The Florida Public Records Act, Section 119.071(1)(b), Florida Statutes, as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a Notice of Intended Decision pursuant to Section 120.57(3)(a), Florida Statutes, or until 30 days after the proposal opening, whichever is earlier.

The District will award the contract in accordance with the Evaluation Procedures section. A Notice of Intended Decision will be posted for review on the websites identified in the Internet Availability section.

1.18 PROTESTS.

Any person who wishes to protest the terms, conditions, and specifications contained in this solicitation, or a decision, or intended decision resulting from this solicitation, shall file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, 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.

1.19 AGREEMENT INFORMATION.

The contents of the proposal of the successful Respondent will be incorporated into a written contract document in terms acceptable to the District at its absolute discretion and will be binding on all parties to the executed contract. Failure of Respondent to accept this condition will result in the cancellation of any award. The laws of the State of Florida will govern any contract resulting from this solicitation and venue will lie in Hillsborough County, Florida. The District will have the right to examine and audit the successful Respondent's Project-related books, records, documents and papers during the Project and for at least five years following completion date provided such disclosure does not undermine the independence or the validity of the audit process. The successful Respondent will also be required to comply with all applicable laws, rules, regulations, and contract provisions or conditions necessary in the judgment of the District to constitute a sound and complete contract. A Sample Agreement is attached to this solicitation.

Should a potential respondent have any concern of completeness or accuracy of any provisions contained within this solicitation or Sample Agreement as it relates to the services being solicited

and applicable laws and regulations, the potential respondent must submit their concern and applicable provision information in accordance with the Questions section of this solicitation.

1.20 **INDEMNIFICATION.**

The successful Respondent agrees to defend, indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the successful Respondent's performance under the Agreement.

1.21 **INSURANCE.**

The successful Respondent shall, as listed in the Sample Agreement included in this solicitation, maintain insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida through the term specified. Certificates of insurance must reference the District Agreement Number and Project Manager.

1.22 **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.

1.23 **TERMINATION.**

Unless otherwise agreed to by the District, any contract resulting from this solicitation may be terminated by the District without cause upon ten days written notice. Termination is effective upon the tenth day as counted from the date of the written notice. In the event of termination under this paragraph, the contractor or consultant will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rated basis and which are within the Statement of Work, are documented in the budget, and are allowed under the Agreement

1.24 **EXECUTION OF CONTRACT.**

By submitting a proposal, respondent agrees to all the terms and conditions of this solicitation and those included in the attached Sample Agreement. Any changes offered by a respondent in its proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this solicitation and the District will construe the response as though no changes were presented. If a respondent desires to propose a change to a term or condition of this solicitation or Sample Agreement, respondent must submit its request under the procedure set forth in the Questions section.

1.25 **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 solicitation. 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 solicitation.

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

The District does not discriminate upon 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 or activities. Anyone requiring reasonable accommodation or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email to 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, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at *WaterMatters.org/ADA*.

1.27 **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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.

1.28 **SCRUTINIZED COMPANIES OR OTHER ENTITIES.**

Pursuant to section 287.135, Florida Statutes, a company or other entity that, at the time of submitting a bid or response for a new contract or renewal of an existing contract, is on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a response for, or enter into or renew a contract with an agency or local governmental entity for goods or services in the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. By submitting a response, 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 Agreement amount. The District has the option to terminate such contact if the contracting company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

1.29 **RESPONSIBLE VENDOR DETERMINATION.**

The Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

1.30 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with section 448.095, Florida Statutes, the Respondent, prior to entering into a contract with the District, certifies: (i) it, and any Subcontractor, will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all new employees of the Respondent or Subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the 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, including securing and maintaining Subcontractor affidavits as required by section 448.095(5)(b), Florida Statutes. Upon good faith belief that the Respondent or its Subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The 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 the Respondent is an 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.

1.31 **NO USE OF COERCION FOR LABOR OR SERVICES.**

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

1.32 **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

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

1.33 **CORRESPONDENCE.**

Unless otherwise notified in writing by the District, correspondence pursuant to this solicitation must be sent to the District at the following address:

Procurement Office (BKV-2-PRO) Building 2
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: procurement@watermatters.org

Proposed Respondents, Respondents, 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 solicitation, until the Notice of Intended

Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

1.34 **PURCHASES BY OTHER PUBLIC AGENCIES.**

With the consent and agreement of the TPA, purchases may be made under this solicitation 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.

PART II - INTRODUCTION

2.1 **GENERAL INFORMATION.**

The Southwest Florida Water Management District (District) hereby solicits proposals for the services of qualified Respondents for the purpose of providing comprehensive Workers' Compensation claims administration services as described in more detail in Part III, Nature of Services Required.

2.2 **BACKGROUND INFORMATION.**

The District was established in 1961 as a flood protection agency. Since then, its responsibilities have grown to include managing the water supply, protecting water quality and preserving natural systems that serve important water-related functions. The District is one of five regional water management 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.

The District manages the water resources for West-Central Florida as directed by state law. It encompasses roughly 10,000 square miles in all or part of 16 counties and serves approximately 6 million permanent residents.

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 initial expected term of the Agreement resulting from this solicitation is one year, commencing February 1, 2027, and terminating January 31, 2028. The District, in its sole discretion, may extend the Agreement for four additional one-year terms starting February 1st of each subsequent year upon written notification to the TPA prior to the expiration of the then current term. The District, in its sole discretion, may also extend the Agreement for As-Needed: Outgoing Transition Services for up to two months upon written notification to the TPA prior to the expiration of the then current term.

2.4 **PROPOSAL CALENDAR**.

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

Action	Date	Local Time
Request for Proposals Issued	October 26, 2026	Not Applicable
Deadline For Questions	November 3, 2026	5:00 PM
Submission Deadline	November 17, 2026	2:00 PM
Evaluation Committee Meeting (Tentative)	December 15, 2026	2:00 PM
Notice Of Intended Decision By (Anticipated)	January 11, 2027	Not Applicable
Agreement Execution By (Anticipated)	January 31, 2027	Not Applicable

PART III – NATURE OF SERVICES REQUIRED

3.1 **PURPOSE.**

Southwest Florida Water Management District ("District") is interested in obtaining the services of a third-party administrator ("TPA") to provide claims management and administration for its Workers Compensation claims.

The District currently carries excess Worker's Compensation insurance with a self-insured retention of $500,000 per claim.

The TPA will be required to provide all specified adjusting services for claims as well as all other required services, such as administrative and computerized claims/loss statistical information as outlined in this solicitation.

3.2 **BACKGROUND.**

The District currently employs approximately 605 full-time employees and approximately 32 part-time employees.

3.3 **MINIMUM QUALIFICATIONS/REQUIREMENTS.**

3.3.1 Properly licensed for the appropriate category of work specified, including being Authorized as a Qualified Servicing Entity for Workers Compensation in the State of Florida (Rule 69L-5.229, Florida Administrative Code) at the time of proposal submittal.

3.3.2 In full compliance with all federal, state and local laws and regulations applicable to the administration of Workers Compensation claims.

3.3.3 All District data must be maintained and processed within the continental United States.

3.3.4 Data and financial security reports and documents must not present an unacceptable risk to the District, in accordance with section 1.9.13.

3.4 **OWNERSHIP OF CLAIM FILES.**

3.4.1 The District shall have all rights, title, interest and ownership to all loss statistics and claim files created as a result of the services provided by the TPA. Further, at the sole option of the District, and upon ten business days written notice, the TPA shall provide/return such files to the District, at the sole expense of the TPA, the TPA shall provide the District with electronic files containing any and all data, claims files, reports, loss statistics, and other documents resulting from the Project or held by the TPA, and any and all historical data or documents received from the District or any prior third-party administrator or held by the TPA, at no cost to the District. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services in a mutually agreed-upon format. The TPA is required to provide District with access to all District owned data at all times notwithstanding the existence of any dispute that may arise under the Agreement.

3.4.2 Upon termination of the services, at the sole expense of the TPA, the TPA shall provide the District with electronic files containing any and all data, claims files, reports, loss statistics, and other documents resulting from the Project or held by the TPA, and any and all historical data or documents received from the District or any prior third-party administrator or held by the TPA, at no cost to the District. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services in a mutually agreed-upon format.

3.5 **ACCESS TO CLAIM FILES.**

The TPA agrees that the District shall have real-time access to all claim files via a secure, internet-based portal, including all adjustor notes, supervisory notes, field and telephonic case management notes, diary items, payment records, medical and expense bills in an electronic manner with internet-based access available to the District.

3.6 **SECURE, INTERNET-BASED PORTAL (TPA'S PORTAL).**

The TPA shall provide a secure, internet-based portal (TPA's Portal) to support the District and TPA in submission, processing, completing, reviewing, and delivering activities, etc. associated with the services under this solicitation. The TPA shall provide reporting capabilities within the TPA's Portal which allows the District to review current and historical claims information.

Access to and use of the TPA's Portal shall be included for a minimum of three District employees as part of the contracted services. The TPA's Portal shall have controlled/restricted access user account functionality.

The District shall not be required to separately purchase or maintain any software license, subscription, third-party application, or other technology product in order to access or utilize the TPA's services. Any costs associated with the TPA's Portal necessary to perform the services required under this solicitation shall be included in the TPA's proposed pricing. No fees may be charged for changing users/login credentials.

Integration with UKG Pro or other District information systems is not permitted under this solicitation and any resulting Agreement.

3.7 **AUDIT OF FILES AND PROCEDURES.**

At the sole option of the District, the TPA shall agree, at no additional cost to the District, to any audits conducted by the District or the District's designee of proposer's claim files and procedures as they relate to the services it is providing the District. The District shall have the right to audit the awarded respondent's files related to services for the District during the contract period and for five years following the termination of the Agreement.

3.8 **DATA SECURITY AND FINANCIAL CONTROLS**

For Financial Controls, the following shall acceptable submissions:

- SOC 1, Type II Report
- or Equivalent
- any applicable Bridge Letter(s)

For Data Security, the following shall acceptable submissions:

- FedRAMP
- GovRAMP
- SOC 2, Type II Report
- or Equivalent
- any applicable Bridge Letter(s)

The above may be generically referred to as "Reports."

The TPA and each applicable material subservice organization shall obtain and maintain a current Report throughout the term of any contract awarded. The Report(s) shall cover a substantially continuous period of the TPA's operations. The District may request Report(s) and any other required information from the TPA and each applicable material subservice organization at any time during the term of the contract. The TPA shall provide the Report(s) to the District at no additional cost. The District reserves the right to terminate the contract if the District, in its sole judgment and discretion, determines that the TPA's system of internal controls, including that of any material subservice organization, applicable to this Scope of Work, presents an unacceptable risk to the District. Failure to submit requested Report(s) and any other required information within the time period specified in the request may result in the termination or non-extension of the Agreement.

The remainder of this page intentionally left blank.

3.9 **SCOPE OF SERVICES.**

The District retains outside counsel for worker's compensation litigation matters. Once a claim is disputed and outside counsel is retained, the TPA's claims and administrative services associated with the disputed claim that conflict with the role of outside counsel, including but not limited to investigation and subrogation possibilities for potential recovery, shall cease. District counsel shall have full authority to direct strategy, discovery, and settlement, with the TPA in a coordination role.

The TPA must provide, at a minimum, the following services:

3.9.1 Incoming Transition of Services

3.9.1.1 Active Claims

TPA shall assume complete handling of all pending claims currently being handled by the present claims administrator if a change is made.

3.9.1.2 Data Transfer and Technology Integration

The TPA will oversee the secure receipt, validation, and implementation of all relevant data, including:

3.9.1.2.1 Coordination with the Outgoing TPA.

3.9.1.2.2 All Data from the District's outgoing Third-Party Administrator for Worker's Compensation claims (Outgoing TPA) shall be made available in an electronic format generally importable into a commonly recognized database for claims administration services in a mutually agreed-upon format.

3.9.1.2.3 Full claims history and open claim files.

3.9.1.2.4 Medical records, payment histories, reserve levels, and adjuster notes.

3.9.1.2.5 Validation plans to ensure data accuracy and completeness.

3.9.1.2.6 Secure transfer protocols compliant with applicable privacy and security regulations.

3.9.1.2.7 The TPA will configure its systems to support the organization's reporting requirements, workflows, user profiles, and any custom integrations.

3.9.1.2.8 Transfer of all claims data must be completed within the timeframes and milestones agreed upon with previous TPA but no more than two months from start of Agreement.

3.9.1.3 Communication & Stakeholder Engagement

3.9.1.3.1 Coordination with the Outgoing TPA.

3.9.1.3.2 The TPA will assign new adjusters and provide contact information for all cases to Outgoing TPA and the District.

3.9.1.3.3 Develop a communication plan for internal teams, injured employees, medical providers, and other third parties.

3.9.1.3.4 Provide training for organizational staff on new processes, portals, forms, and workflows.

3.9.1.3.5 Issue formal transition notices to all relevant external stakeholders.

3.9.1.3.6 Communications must be completed within the timeframes and milestones agreed upon with previous TPA.

3.9.1.4 Transition Management and Governance

3.9.1.4.1 Establish a joint transition team including representatives from the District, the TPA, and the Outgoing TPA.

3.9.1.4.2 Assign a Transition Manager responsible for coordination, issue resolution, and progress tracking.

3.9.1.4.3 Conduct weekly transition status meetings and maintain a shared transition plan with milestones and dependencies.

3.9.1.4.4 Define escalation paths for critical issues.

3.9.1.5 Performance & Compliance Requirements

During the transition, the TPA must:

3.9.1.5.1 Adhere to all contractual service-level standards.

3.9.1.5.2 Ensure claims are handled in compliance with federal and state Workers' Compensation regulations.

3.9.1.5.3 Demonstrate readiness through testing, validation, and mock claim runs if required.

3.9.1.6 Acceptance of Services with TPA

3.9.1.6.1 Confirmation of complete data transfer and operational compliance.

3.9.1.6.2 Transition sign-off once all responsibilities have been transferred and validated.

3.9.1.7 Deliverables

3.9.1.7.1 Transition project plan with timeline and milestones.

3.9.1.7.2 Data migration files and validation reports.

3.9.1.7.3 Communication plan and stakeholder materials.

3.9.1.7.4 Claims handoff documentation.

3.9.1.7.5 Final transition report and sign-off.

3.9.1.8 Timeline

The timeline for transition will be mutually agreed upon by the TPA, the Outgoing TPA, and the District but is expected to encompass:

3.9.1.8.1 Planning phase

3.9.1.8.2 Data migration and validation

3.9.1.8.3 Claims handoff

3.9.1.8.4 System and process readiness

3.9.1.8.5 Full operational go-live

3.9.1.8.6 Post-transition review and stabilization period

3.9.2 Administrative Services:

3.9.2.1 Comply fully with all federal, state, and local laws and regulations applicable to the administration of Workers Compensation claims.

3.9.2.2 Provide all reports, including unit statistical reports, required by the State and Federal government. Advise of any deficiencies in the District's overall self-insured compliance matters. Be responsible for and pay all associated fines and penalties due to improper reporting.

3.9.2.3 Pay, in a timely fashion, all claims and expenses from the loss fund account established by the District which will be maintained by the TPA.

3.9.2.4 Prepare and/or assist District with all appropriate responses to audits and inquiries of all regulatory agencies.

3.9.2.5 Reimburse the District for any penalties, fees, and/or interest generated due to the errors of the TPA, within 60 days of the TPA's knowledge.

3.9.2.6 Notify excess carriers of claims and/or occurrences at predetermined levels required by excess insurers. Provide information and status of claims as requested by the excess carrier.

3.9.2.7 Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.

3.9.2.8 Provide cost containment services, including medical fee reductions and a preferred provider network. Provide a quarterly report of cost containment services.

3.9.2.9 Utilize standard practices in establishing reserves.

3.9.2.10 Submit a monthly claims report to the District that includes the status of each open claim and year-to-date experience of all claims.

3.9.3 Claims Services:

3.9.3.1 Review all claims and loss reports filed by the District.

3.9.3.2 Thoroughly investigate all claims made against the District through appropriate claim procedures as necessitated by the severity of the injury and ensure correct payment of medical and time loss claims.

3.9.3.3 Conduct all investigations deemed necessary and contact claimants on all reported claims within 24 hours of claim receipt.

3.9.3.4 Develop and maintain an investigative file on each claim. Files are to be readily available for the District's review and shall be well documented and up-to-date.

3.9.3.5 Attend trials, mediations and/or settlement conferences as necessary.

3.9.3.6 Identify and investigate all subrogation possibilities for potential recovery.

3.9.3.7 The TPA shall, as-needed, employ outside professionals, including but not limited to surveillance, rehabilitation, and vocational services, to assist in the investigation and adjustment of claims. These services are subject to the District's prior written approval. The District's written approval of the provider(s) to be utilized, the authorized amounts (including maximum hours), and applicable rates shall be obtained prior to the commencement of any services.

These services shall be reimbursed to the TPA at cost, up to the maximum amount authorized, and only at the rates approved by the District. The TPA shall provide valid documentation of the performance of services and paid invoices as a condition of reimbursement.

3.9.3.8 Coordinate Field Case Management and Medicare Set-Aside with firms that the District chooses. Below are referral triggers when Field Case Management is to be referred:

3.9.3.8.1 Any new and arising hospitalizations

3.9.3.8.2 Multiple physicians involved on a claim

3.9.3.8.3 Claimant has a history of previous injuries

3.9.3.8.4 Guidelines for Return-to-Work are nearing and there is no indication of the worker returning to their job

3.9.3.8.5 Treatment exceeds and/or falls outside of evidence-based guidelines

3.9.3.8.6 Injury involves a major joint that limits movement and/or functional ability

3.9.3.8.7 Telephonic Case Manager should make referral to Field Case Management if claim is lost time status and open for more than 60 days

3.9.3.8.8 Immediate referral in the event of a catastrophic injury including burns, crushes, amputations, or paralysis

3.9.3.8.9 Field Case Management should also participate in all claim reviews on lost time cases.

3.9.4 As-Needed: Outgoing Transition Services

Prior to expiration or early termination of this Agreement, as appliable, the TPA shall provide transition services and work with the District and the District's incoming Third-Party Administrator for Worker's Compensation claims (Incoming TPA), if applicable, to provide a smooth, coordinated, cohesive, and thorough transition of services and administration.

3.9.4.1 Transition Objectives

The transition effort will achieve the following outcomes:

3.9.4.1.1 Coordination with the Incoming TPA.

3.9.4.1.2 Seamless transfer of all active and historical claims data.

3.9.4.1.3 Continuity of claims handling without disruption to injured employees.

3.9.4.1.4 Protection of confidential and sensitive information throughout the transition process.

3.9.4.1.5 Clear communication to stakeholders, including internal teams and external partners.

3.9.4.1.6 Alignment of processes, reporting, technology, and service-level expectations with the Incoming TPA.

3.9.4.1.7 Complete closure of operational responsibilities with the TPA.

3.9.4.1.8 TPA must continue meeting all service-level agreements during the transition.

3.9.4.2 Transition Management & Governance

3.9.4.2.1 Participate in a joint transition team (coordinated by Incoming TPA) including representatives from the District, the TPA, and the Incoming TPA.

3.9.4.2.2 Assign a Transition Manager responsible for coordination, issue resolution, and progress tracking.

3.9.4.2.3 Participate in weekly transition status meetings and maintain a shared transition plan with milestones and dependencies.

3.9.4.2.4 Define escalation paths for critical issues.

3.9.4.3 Data Transfer and Technology Integration

The Incoming TPA will oversee the secure receipt, validation, and implementation of all relevant data.

3.9.4.4 Claims Handling Transition

3.9.4.4.1 The TPA will provide updated statuses on all open claims prior to handoff.

3.9.4.4.2 The Incoming TPA will assign new adjusters and provide contact information for all cases.

3.9.4.4.3 A detailed handoff process will ensure continuity of care and communication with injured workers, medical providers, attorneys, and other stakeholders.

3.9.4.4.4 Reserve levels will be reviewed jointly to ensure consistency and accuracy.

3.9.4.4.5 No interruption in benefit payments or claims processing will occur at any point.

3.9.4.4.6 TPA is responsible for payments until the exact agreed handoff date/time.

3.9.4.4.7 Transition of no more than 60 days unless otherwise agreed.

3.9.4.5 Communication & Stakeholder Engagement

3.9.4.5.1 Develop a communication plan for internal teams, injured employees, medical providers, and other third parties.

3.9.4.5.2 Issue formal transition notices to all relevant external stakeholders.

3.9.4.6 Performance & Compliance Requirements

During the transition, the TPA must:

3.9.4.6.1 Adhere to all contractual service-level standards.

3.9.4.6.2 Ensure claims are handled in compliance with federal and state Workers' Compensation regulations.

3.9.4.7 Closure of Services with TPA

3.9.4.7.1 Final accounting, reconciliation of payments, and reserve verification.

3.9.4.7.2 Confirmation of complete data transfer and retention compliance.

3.9.4.7.3 Return or secure destruction of any organizational assets or confidential materials.

3.9.4.7.4 Transition sign-off once all responsibilities have been transferred and validated.

3.9.4.8 Deliverables (minimum)

3.9.4.8.1 Transition project plan with timeline and milestones.

3.9.4.8.2 Data migration files and validation reports.

3.9.4.8.3 Communication plan and stakeholder materials.

3.9.4.8.4 Claims handoff documentation.

3.9.4.8.5 Final transition report and sign-off.

3.9.4.9 Timeline

The timeline for transition will be mutually agreed upon by the TPA, the Incoming TPA, and the District but is expected to encompass at minimum:

3.9.4.9.1 Planning phase

3.9.4.9.2 Data migration and validation

3.9.4.9.3 Claims handoff

3.9.4.9.4 System and process readiness

3.9.4.9.5 Full operational go-live

3.9.4.9.6 Post-transition review and stabilization period

3.10 **COST PROPOSAL REQUIREMENTS.**

Proposals are required to provide a flat monthly fee (billable monthly or quarterly at the discretion of the TPA) for all services as specified within this solicitation.

PART IV - EVALUATION PROCEDURES

4.1 **EVALUATION.**

Timely submitted and responsive proposals will be evaluated by an Evaluation Committee consisting of three or more representatives of the District. Each representative will score each proposal using the criteria described in the Evaluation Method and Criteria section below. Each Evaluation Committee member will independently complete his or her evaluation of each proposal. Evaluation Committee members will meet at a public meeting to finalize the rankings of the proposals. At the Evaluation Committee Meeting, individual raw scores, including the cost schedule weighted score, will be ranked with the overall top-ranked Respondent receiving a ranking of one. The individual rankings will be totaled. The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings. In the event of a tie, the raw scores will be totaled, and the Respondent deemed to have the highest rank, will be the Respondent with the highest cumulative raw score.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, may

need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

4.2 **EVALUATION METHOD AND CRITERIA.**

Proposals will be evaluated by the following criteria:

Evaluation Criteria	Total Possible Points
Organizational Profile and Qualifications; Professional Resumes and Qualifications Evaluates the Respondent's: 1. Company Profile (size, structure, years in business and staffing levels (stability, turnover). (5) 2. Open claims caseload per adjuster is reasonable compared to Industry Benchmarks. (5) 3. Qualifications and experience of key Project team members. (5)	**15**
Experience, Past Performance and References Evaluates the Respondent's: 1. Experience (demonstrates experience handling similar claims volume) (4) 2. Past Performance. (Claims closure times, cost containment results) (4) 3. References. (Public sector, positive feedback, responsiveness) (2)	**10**
Nature of Services Required Evaluates the Respondent's: 1. Clear understanding of project goals and objectives. (5) 2. Ability to perform services and obtain project goals and objectives. (5) 3. Effective project management, controls, and communications. (10) 4. Size and accessibility of the Medical Provider Network. (5) 5. Protocol for managing early return-to-work and light-duty programs. (5) 6. Integration of pharmacy benefit management (PBM) and review of utilization to control medical inflation. (5) 7. A detailed solicitation proposal that is clear and concise, structured and organized, easy to read and navigate, that outlines their methodology and approach to completing the Project and all requirements of this solicitation (5)	**40**
Technology and Reporting Evaluates the Respondent's: 1. Robustness of real-time internet-based portal and reporting functionality. (5) 2. Ability to customize loss run reports and analytics to track specific cost drivers. (5) 3. Availability of automated alerts. (5)	**15**
Security and Data Protection Evaluates the Respondent's: 1. Historical breaches and responses, as applicable; disaster recovery and business continuity practices (10)	**10**

<table>
<tr><th>Evaluation Criteria</th><th>Total Possible Points</th></tr>
<tr><td>

Total Costs
Respondent's sealed cost (Attachment 1, Cost Proposal Form) shall be evaluated on the total potential term costs and as follows: The lowest cost receives the maximum points. The lowest cost is then divided into itself or the other cost to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)

<table>
<tr><th>Example:</th><th>Score A</th><th>Score B</th><th>Score C</th></tr>
<tr><td>Respondent Proposed Cost</td><td>$42,375.00</td><td>$37,500.00</td><td>$33,900.00</td></tr>
<tr><td>Weighted Score</td><td>80%</td><td>90%</td><td>100%</td></tr>
<tr><td>% Maximum Score</td><td>$33,900 divided by $42,375 = 80%</td><td>$33,900 divided by $37,500 = 90%</td><td></td></tr>
<tr><td></td><td>80% x 20 = 8</td><td>90% x 20 = 9</td><td></td></tr>
<tr><td>Points Award</td><td>16</td><td>18</td><td>20</td></tr>
</table>

</td><td>10</td></tr>
<tr><td>Total Score</td><td>100</td></tr>
</table>

4.3 **NEGOTIATIONS.**

Following the evaluation process described herein, the District may initiate contract negotiations with the highest-ranked Respondent. If negotiations with the highest-ranked Respondent are unsuccessful, the District will proceed to negotiate with the next highest-ranked Respondent. This process will continue in descending order of ranking until a contract is successfully negotiated to the satisfaction of the District, subject to the terms and conditions outlined in this solicitation.

The District reserves the right to negotiate with the highest ranked Respondent individually on cost if above District's authorized or anticipated budget amount per year for intended services through the entire potential term of the Agreement. Negotiations may include requesting a Best and Final Offer (BAFO).

The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this solicitation.

4.4 **FINAL SELECTION.**

The Respondent that is determined by the Evaluation Committee to be the highest ranked and entered into successful negotiations, if any, with the District will be provided to the District's Executive Director for review and approval.

The District anticipates that around the date indicated in the Proposal Calendar section of this solicitation, the Notice of Intended Decision will be posted on the District's Internet web site (http://www.watermatters.org/procurement) and at www.demandstar.com.

ATTACHMENT 1
COST PROPOSAL FORM
FOR
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

COST PROPOSAL FORM					
ITEM #	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT RATE**	**TOTAL ITEM COST ($)**
1	Agreement Period – Year 1	12	Months	$ _____	$ _____
2	Agreement Period – Year 2	12	Months	$ _____	$ _____
3	Agreement Period – Year 3	12	Months	$ _____	$ _____
4	Agreement Period – Year 4	12	Months	$ _____	$ _____
5	Agreement Period – Year 5	12	Months	$ _____	$ _____
6	As-Needed: Outgoing Transition Services	2	Months	$ _____	$ _____
				Total for Entire Potential Agreement Term:	$ _____

TOTAL RESPONSE AMOUNT $ _____

TOTAL RESPONSE AMOUNT IN WORDS (Type or Clearly Print):

_____

ATTACHMENT 2
REFERENCE FORMS
FOR
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

The below Reference Forms shall be utilized in providing references required in and in accordance with subsection 1.9.7.

The remainder of this page intentionally left blank.

REFERENCE FORM 1

Part 1: Respondent's Name:

Respondent's Name: _____

Part 2: Reference Provider Information:

Reference Entity Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Respondent:

Respondent's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Completion: _____

Description of Work Performed: _____

_____

_____

_____

_____

Involvement of Respondent's team (list their names and roles on the reference project):

_____

_____

_____

_____

_____

REFERENCE FORM 2

Part 1: Respondent's Name:

Respondent's Name: _____

Part 2: Reference Provider Information:

Reference Entity Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Respondent:

Respondent's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Completion: _____

Description of Work Performed: _____

_____

_____

_____

_____

Involvement of Respondent's team (list their names and roles on the reference project):

_____

_____

_____

_____

_____

REFERENCE FORM 3

Part 1: Respondent's Name:

Respondent's Name: _____

Part 2: Reference Provider Information:

Reference Entity Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Respondent:

Respondent's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Completion: _____

Description of Work Performed: _____

_____

_____

_____

_____

Involvement of Respondent's team (list their names and roles on the reference project):

_____

_____

_____

_____

_____

ATTACHMENT 3
HISTORICAL CLAIM DATA
FOR
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

NUMBER OF CLAIMS								
Period	**Total**	**Lost Time Only**	**Medical Only**	**Closed**	**Open**	**Paid**	**Outstanding**	**Incurred**
2025-2026	5	0	4	3	2	$5,683.68	$8,646.45	$14,330.13
2024-2025	15	2	9	15	0	$19,334.93	$0.00	$19,334.93
2023-2024	20	2	6	19	1	$31,809.49	$97,427.63	$129,237.12
2022-2023	11	0	6	11	0	$9,226.20	$0.00	$9,226.20
2021-2022	8	3	3	8	0	$12,298.23	$0.00	$12,298.23
2020-2021	4	2	2	0	4	$5,932.00	$65,618.00	$71,550.00
2019-2020	18	11	7	18	0	$70,255.00	$0.00	$70,255.00
2018-2019	8	1	7	8	0	$49,661.00	$0.00	$49,661.00
2017-2018	10	3	7	10	0	$57,606.00	$0.00	$52,106.00
2016-2017	11	2	9	11	0	$34,605.00	$0.00	$34,605.00
2015-2016	19	4	15	19	0	$144,487.00	$0.00	$144,487.00

ATTACHMENT 4
AFFIDAVIT
FOR
CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

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

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

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

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

Entity Name:_____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title:_____

Signature:_____ Date: _____

ATTACHMENT 5
RESPONDENT QUESTIONNAIRE
FOR
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

Respondents shall provide answers to the following questions and include with their submission in accordance with subsection 1.9.11:

1. Please provide the number of active public entity self-insured accounts being administered from the office responsible.

2. What is the average claims caseload of the adjusters who will be assigned to the District's account?

3. What is the average tenure and experience level of the adjusters handling the Respondent's specific account?

4. Provide the company information or software information that is utilized for each of the following services, as applicable:
    a. Field Case Management
    b. Managed Care Organization
    c. Medicare Set-Aside

    If one or more of the above services are performed by the Respondent, please indicate this in the response.

5. Provide information on the Medical Provider Network utilized including, but not limited to, provider directory and status, geographic scope, and referral and authorization rules.

6. What is the Respondent's specific protocol for managing early return-to-work and light-duty programs?

7. Describe the Respondent's methods of integrating pharmacy benefit management (PBM) and utilization review to control medical inflation.

8. Provide information on the real-time internet-based portal, reporting tools, analytics, automated alerts, and customizations available that will be accessible by the District.

9. Has the Respondent been involved in litigation within the past five years or is there any pending litigation arising out of the Respondent's performance?
    If so, please provide details.

ATTACHMENT 6
SAMPLE AGREEMENT
FOR
REQUEST FOR PROPOSALS #26-4984
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

AGREEMENT NO. 26CN0004984

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

_____

FOR
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and _____, a _____, whose address is _____, hereinafter referred to as the "TPA."

WITNESSETH:

Whereas, the District desires to engage the TPA to perform work required for the Third-Party Claims Administration for Worker's Compensation Claims, hereinafter referred to as the "Project"; and

Whereas, the TPA represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the District; and

Whereas, the District and the TPA have agreed on the type and extent of services to be rendered by the TPA and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the TPA, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

   The TPA will perform as an independent contractor and not as an employee, representative or agent of the District.

2. PROJECT MANAGER AND NOTICES.

   Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt. Other documents may also be sent via Email if authorized in writing by the District's Project Manager.

Project Manager for the District:	Project Manager for the TPA:
Stefanie Taverna	_____ *[Name]*
2379 Broad Street	_____ *[Address]*
Brooksville, Florida 34604	_____ *[City, State, Zip Code]*
(352) 269-5628	_____ *[Phone]*
stefanie.taverna@watermatters.org	_____ *[Email]*

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

3. CONTRACT TIMES, TERM.

This Agreement will be effective upon execution by both parties.

The term of this Agreement is one year, commencing February 1, 2027 and terminating January 31, 2028. The District, in its sole discretion, may extend the Agreement for four additional one-year terms starting February 1st of each subsequent year upon written notification to the TPA prior to the expiration of the then current term. The District, in its sole discretion, may also extend the Agreement for As-Needed: Outgoing Transition Services for up to two months upon written notification to the TPA prior to the expiration of the then current term.

4. COMPENSATION.

The District will pay the TPA based on the annual fee as listed in EXHIBIT "A," Fee Schedule, for the applicable term of the Agreement. The annual fee shall be paid in 12 monthly installments over the course of the applicable term of this Agreement. The District will have no obligation beyond this amount, except for as-needed outside professional services as provided in this Agreement.

The District shall pay the TPA for the satisfactory completion of the Project work in accordance with the Agreement and the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes, upon receipt of a proper invoice which includes all information contained in subparagraph 4.2 and otherwise conforms with this Agreement. Invoices must be submitted monthly following each month of service by the TPA to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the District's Accounts Payable Section as required above, copies may also be submitted to the District's Project Manager in order to expedite the review process.

4.1 The District's performance and payment obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.

4.2 All invoices must include the following information: (1) TPA's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) TPA's invoice number and date of invoice; (3) District

Agreement number; (4) Dates of service; (5) TPA's Project Manager; (6) District's Project Manager; and (7) Supporting documentation necessary to satisfy auditing purposes. Invoices that do not conform with this paragraph and other provisions of the Agreement will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.

4.3 If an invoice does not meet the requirements of this Agreement, the District shall, within ten days after the improper invoice is received, notify the TPA in writing that the payment invoice is improper and indicate what corrective action on the part of the TPA is needed to make the invoice proper. Prior to providing this notice, the District project manager must consult with and obtain concurrence from his or her Bureau Chief. If a corrected invoice is provided to the District that meets the requirements of this Agreement, the corrected invoice will be paid within forty-five days after the date the corrected invoice is received by the District.

If the TPA disagrees with a determination by the District concerning the payment of an invoice, the TPA shall, not later than ten days from the date of the District's determination notice, submit a written statement sent by overnight mail to the District's Accounts Payable Section, specifying the nature of the dispute regarding non-payment of the invoice. The TPA must send a copy of this written statement by regular mail to the District's Project Manager. The invoice dispute shall be finally determined by the District pursuant to its dispute resolution procedure. Proceedings must commence within 30 days after the invoice was received by the District and concluded by final decision of the District within 45 days after the invoice was received.

4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the TPA will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The TPA is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten days after the precipitating event. If not resolved by the District's Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The TPA will proceed with the Project work in accordance with the District's determination; however, such continuation of Project work will not waive the TPA's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.

4.5 By October 5th of each year of the Agreement, the TPA must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.

4.6 Each TPA invoice must include the following certification, and the TPA hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

> "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Third-Party Claims Administration for Worker's Compensation Claims Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 26CN0004984),

are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.7 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the TPA 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 TPA or its affiliates to the District against any payments due the TPA under any contract with the District. The District reserves the right to withhold payment until all documents and other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.

5. SCOPE OF WORK.

Upon receipt of written notice to proceed from the District, the TPA agrees to perform the services necessary to complete the Project in accordance with the Scope of Work set forth in RFP 26-4984.

Any changes to the Scope of Work, except as otherwise provided in this Agreement, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the TPA, subject to the provisions of the Compensation paragraph.

6. PROJECT TEAM MEMBERS AND SUBCONTRACTORS.

6.1 The District recognizes the expertise of the key Project team members of the TPA and, if applicable, any subcontractors. Both parties further agree that any change to the TPA's and/or subcontractor's Project team requires prior written approval from the District's Project Manager.

6.2 The District and the TPA hereby recognize the subcontractors to be utilized by the TPA in the execution of the Project work: _____, _____, and _____. Any change in the subcontractors requires prior written approval from the District's Project Manager.

6.3 No acceptance or approval by the District of any subcontractor, supplier other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.

7. PROJECT RECORDS AND DOCUMENTS.

7.1 The TPA, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project work 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. In the event any Project work is subcontracted, the TPA shall similarly require each Subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the TPA 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 TPA will maintain all such records and documents for at least five years following completion of the Project work. 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 TPA and any subcontractors understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

7.2 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 TPA 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 Project work if the TPA does not transfer the records to the District; and (4) upon completion of this Project work, transfer, at no cost to the District, all public records in possession of the TPA or keep and maintain public records required by the District to perform the service. If the TPA transfers all public records to the District upon completion of the Project work, the TPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the TPA keeps and maintains public records upon completion of the Project work, the TPA 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.

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

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 TPA in writing.

7.4 In the performance of its obligations or rights under this Agreement, the TPA may have access to certain information (hereinafter referred to as "Confidential Information") including information exempt under section 119.071, Florida Statutes, Florida's Public Records Act, which includes, but is not limited to, social security numbers, medical records and bank account numbers. The TPA shall not disclose, publish or communicate Confidential Information to any third party without the prior written consent of the District. However, the TPA may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose of the Agreement

and is under a written obligation of confidentiality at least as restrictive as this Agreement. The TPA shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary to accomplish the purpose of this Agreement. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made therefrom shall be immediately returned to the District. The TPA shall comply and warrants that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction.

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

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement will be and will remain the property of the District.

9. OWNERSHIP OF DATA.

The District shall have all right, title, interest and ownership to all data, claims files, reports, loss statistics, and other documents created as a result of the Project and any historical data or documents received from the District or any prior third-party administrator. At the sole option of the District, and upon ten days written notice, the TPA will provide the District with any and all data, claims files, reports, loss statistics, and other documents resulting from the Project or held by the TPA, and any and all historical data or documents received from the District or prior third-party administrator or held by the TPA, at no cost to the District. The TPA is required to provide the District with access to all District owned data at all times notwithstanding the existence of any dispute that may arise under the Agreement.

Upon termination of the services, at the sole expense of the TPA, the TPA shall provide the District with electronic files containing any and all data, claims files, reports, loss statistics, and other documents resulting from the Project or held by the TPA, and any and all historical data or documents received from the District or any prior third-party administrator or held by the TPA, at no cost to the District. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

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

10. INDEMNIFICATION.

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

11. INSURANCE REQUIREMENTS.

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

11.1 COI. Certificates of insurance issued under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

> Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.
> Agreement No. 26CN0004984; Third-Party Claims Administration for Worker's Compensation Claims
> Project Manager – Stefanie Taverna

11.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. TPA shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).

11.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. TPA shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.

11.4 Maintenance of Coverage. In the event the Agreement term or any surviving obligation of TPA goes beyond the expiration date of the TPA's or any Subcontractor's applicable insurance policy, the TPA shall provide the District with an updated Certificate(s) of Insurance no later than ten days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.

11.5 Notice of Cancellation. The TPA must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District a minimum of 30 days' notice prior to any modifications or cancellation of policies, with ten days' notice of cancellation due to non-payment of premium.

11.6 Subcontractor Insurance. The TPA must obtain certificates of insurance from any Subcontractor otherwise the TPA must provide evidence satisfactory to the District that coverage is afforded to the Subcontractor by the TPA's insurance policies.

11.7 Required Coverage. TPA shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida.

Additionally, the TPA must keep insurances provided on a claims-made form in force until the third anniversary of either the expiration of this Agreement or early termination of the Agreement. This obligation shall survive the expiration or early termination of the Agreement.

11.7.1 General 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 coverage of not less than:

$1,000,000 per occurrence / $2,000,000 per project aggregate

11.7.2 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable, and include Waiver of Subrogation. If the TPA hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the TPA from the third-party. If the TPA does not carry workers' compensation coverage, the TPA must submit to the District both an affidavit stating that the TPA meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

11.7.2.1 Employers Liability with minimum limits of $500,000 each accident/$500,000 by employee/$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

11.7.3 Professional Liability (errors and omissions) insurance with limits of not less than:

$3,000,000 each claim

12. DATA SECURITY AND SERVICES PROVISION.

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

12.1 Information Security Incident Response.

In the event that the District or TPA becomes aware of an Information Security Incident arising out of the TPA'S or TPA'S employees, agents or representatives, acts or omissions, TPA shall:

Promptly notify District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;

Reimburse the District for costs arising out of the incident including but not limited to: forensic investigation, extra costs to rebuild data and continue District operations, costs to replace irreparable hardware and software, costs to defend District from third party liability claims.

If the incident results in a potential breach of personal data the TPA shall provide:

12.1.1 Notification to potentially affected persons in compliance with state law;

12.1.2 Credit monitoring services;

12.1.3 Identification protection services;

12.1.4 Establish and operate a call center (if necessary);

12.1.5 Notification to any and all regulatory authorities; and

12.1.6 Other functions, services, or penalties as may be required by law.

Should it be determined that such Information Security Incident was the responsibility of the District, the TPA shall be reimbursed for services or costs provided to the District directly related to the Information Security Incident.

Both the TPA and District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident.

13. TERMINATION WITHOUT CAUSE.

Upon a minimum seven days written notice to the TPA, the District may, without cause and without prejudice to any other right or remedy of the District, terminate this Agreement. Termination will be effective on the date provided in the notice. In such case, the TPA shall be entitled to compensation for all satisfactory services provided to the District up to the date of termination which are within the Scope of Work and allowed under this Agreement. The foregoing shall be the TPA's sole and exclusive compensation in the event of a termination of this Agreement by the District without cause, and the TPA shall have no claim for cancellation or termination charges, lost profits or other compensation for Project work not performed.

Nothing in this provision shall relieve the TPA from fulfilling any and all surviving conditions or obligations of the contract.

14. TERMINATION DUE TO DATA SECURTY AND/OR FINANCIAL CONTROLS.

14.1 Should the TPA fail to submit any of the required Report(s) or requested information concerning data security and/or financial controls required by the Agreement within the time specified by the District, the District may terminate this Agreement without prejudice to any other right or remedy of the District. The TPA shall continue to perform in accordance with this Agreement until the date of termination as established by the District.

14.2 Should the District, at its sole discretion, determine that a material or unresolved exception, deficiency, qualification, adverse finding, or other condition identified in any of the required Report(s) or requested information concerning data security and/or financial controls required by the Agreement presents an unacceptable risk, the District may, at its sole discretion, do any or all of the following:

14.2.1 Provide an opportunity for the TPA and the TPA's material subservice organizations, as applicable, to resolve the unacceptable risk(s) to the satisfaction of the District, at the District's sole discretion, within the time period specified by the District.

14.2.2 Terminate the Agreement upon written notice to the TPA, without prejudice to any other right or remedy of the District. Termination will be effective on the date provided in the notice. The TPA shall continue to perform in accordance with this

Agreement until the date of termination as established by the District.

In the case of termination, the TPA shall be entitled to compensation for all satisfactory services provided to the District up to the date of termination which are within the Scope of Work and allowed under this Agreement. The foregoing shall be the TPA's sole and exclusive compensation in the event of a termination of this Agreement by the District due to data security and/or financial controls, and the TPA shall have no claim for cancellation or termination charges, lost profits or other compensation for Project work not performed.

Nothing in this provision shall relieve the TPA from fulfilling any and all surviving conditions or obligations of the contract.

15. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, or other reasonable time specified in the notice, this Agreement will automatically terminate. In addition, the initiation, either by the TWA or against the TWA, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the TWA becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the TWA entitling the District to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the TPA was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to the Termination Without Cause paragraph. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

16. RELEASE OF INFORMATION.

The TPA agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the District's Project Manager and Communications and Board Services Bureau Chief no later than three business days prior to the interview or press release.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, the TPA may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the TPA assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

18. LAW COMPLIANCE.

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

19. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the TPA agrees it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining Subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the TPA or its Subcontractors of any tier have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The TPA shall be liable for any additional cost incurred by the District as a result of its termination. This provision shall survive the expiration or termination of this Agreement.

20. VENUE AND APPLICABLE LAW.

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

21. REMEDIES.

Unless specifically waived by the District, the TPA's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the TPA. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the TPA's obligations will not be construed as the District's waiver of any other obligations of the TPA.

22. ATTORNEY FEES.

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

23. SUBCONTRACTORS.

Nothing in the Contract Documents will be construed to create or be implied to create any relationship between the District and any Subcontractor of the TPA.

24. THIRD-PARTY BENEFICIARIES.

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

25. PUBLIC ENTITY CRIMES.

Pursuant to sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the TPA warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The TPA further agrees to notify the District if placement on either of these lists occurs.

26. SCRUTINIZED COMPANIES OR OTHER ENTITIES.

Pursuant to section 287.135, Florida Statutes, a company or other entity that, at the time of submitting a bid or response for a new contract or renewal of an existing contract, is on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a response for, or enter into or renew a contract with an agency or local governmental entity for goods or services in the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List or be engaged in business operations in Cuba or Syria. The TPA certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The TPA agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the TPA is found to have submitted a false certification, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, is engaged in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

27. NO USE OF COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the District, TPA affirms and shall provide the District with the attached affidavit signed by an officer or representative of TPA under penalty of perjury attesting that TPA does not use coercion for labor or services.

28. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

In accordance with section 287.138, Florida Statutes, by submitting a bid, response, or reply to the District, or entering into a contract with the District which would grant TPA access to an individual's personal identifying information, TPA affirms and shall provide the District with an

affidavit signed by an officer or representative of TPA under penalty of perjury attesting TPA is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in TPA; nor is TPA organized under the laws of or has its principal place of business in a foreign country of concern.

29. ENTIRE AGREEMENT.

This Agreement and the documents identified in the Contract Documents Paragraph below constitute the entire contract between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by the TPA and the District through their respective authorized representatives as stated herein.

30. CONTRACT DOCUMENTS.

The following documents are attached or incorporated herein by reference and comprise the Contract Documents. In the event of a conflict, inconsistency, or ambiguity, priority will first be given to the documents listed in order below.

- Agreement
- Exhibit "B" Business Associate Agreement
- General Conditions, Part I of RFP 26-4984
- Nature of Services Required, Part II of RFP 26-4984
- Addenda (pre-award)
- Exhibit "A" – Cost Proposal Form
- TPA's Proposal to RFP 26-4984

The remainder of this page intentionally left blank.

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: _____
Brian J. Armstrong, P.G. Date
Executive Director

_____

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
_____
FOR
THIRD-PARTY CLAIMS ADMINISTRATION FOR
WORKER'S COMPENSATION CLAIMS

EXHIBIT “A”
FEE SCHEDULE

Insert negotiated Fee Schedule, as appropriate, here.

The remainder of this page intentionally left blank.

AFFIDAVIT

Statement Under Section 787.06(13), Florida Statutes
No Use of Coercion for Labor or Services

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Entity Name:_____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title:_____

Signature:_____ Date: _____

AFFIDAVIT

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

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

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

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

Entity Name:_____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title:_____

Signature:_____ Date: _____