

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS**

**SUBMIT PROPOSALS TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**VIA: [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)**

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

**DATE POSTED:**  
**July 21, 2023**

**PROPOSALS WILL BE OPENED:**  
**August 22, 2023 at 2:00 p.m., and may not be withdrawn for 120 days after this date.**

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

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

**TITLE: RFP 23-4243 Certificate of Insurance Tracking Solution**

**SPECIFICATIONS:** The Southwest Florida Water Management District is soliciting proposals from qualified firms to purchase a Software-as-a-Service (SaaS) based Certificate of Insurance (COI) Tracking Solution (Solution). The solution will be internet-based and used to track, manage, archive, etc., District COIs. The Respondent will also provide implementation services, training and continued support for District staff on the software. Software and system communications will also be configured to meet District needs in the implementation process. Data migration (both data and .pdf) for current District COIs to position the renewal process is required. The Respondent will provide an online portal for the District's vendors to submit or upload their COIs to the portal.

Respondent Name:

Reason for No-Bid

Mailing Address:

City-State-Zip:

Telephone Number ( ) -

FAX Number ( ) -

Toll-Free Number ( ) -

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I the above signed, as Respondent hereby declare that I have carefully read this Request for Proposal and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this respondent proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the Respondent.

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
REQUEST FOR PROPOSALS 23-4243  
CERTIFICATE OF INSURANCE TRACKING SOLUTION**

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## PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, Statement of Work, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "District" means the Southwest Florida Water Management District, which is the issuing agency.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.
- 1.4 CHANGES, DELAYS, AND ADDENDA.** The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District.

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

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

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Prospective Respondents are advised that no other sources are authorized to give information concerning, explaining, or interpreting contract documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

- 1.5 PRE-PROPOSAL CONFERENCES.** A pre-proposal conference is not applicable to this RFP.
- 1.6 RULES FOR PROPOSALS.** Subcontractors will not be permitted for this RFP. The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that it is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the cover page.
- 1.7 PROPOSAL FORMAT.** In order to assist the District's review process, proposals are to be prepared utilizing the following format. The evaluation criteria are set forth in Part V, Evaluation Procedures.
- 1.7.1 Sign and Return the Request for Proposal Form** (Cover Sheet) as indicated above in Section 1.6, Rules for Proposals. The person signing the proposal must be an authorized signatory of Respondent as demonstrated by such individual being listed as an officer on the Florida Division of Corporations (Sunbiz.org) website or in Respondent's Articles of Incorporation, or specifically authorized on a Board Resolution. Such documentation verifying the authorized signatory must be submitted as part of this section.
- 1.7.2 Table of Contents** with clear identification of the material by section and page number.
- 1.7.3 Letter of Transmittal.** This letter should not exceed two pages in length and should briefly state the Respondent's understanding of the work to be provided and make a positive commitment to perform the work in a timely fashion. This letter should give the names of the individuals who will be authorized to make representations for the organization, their titles, addresses and telephone numbers. This letter should, as applicable, include conflict of interest information per Section 1.10, Conflict of Interest, below, or state no such conflicts of interest exist. This letter must be signed by an official authorized to negotiate for the Respondent.

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

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

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

1.7.4.2 Provide resumes and professional information for key staff that will be directly involved in the software implementation for the District. Include the total years of experience, the number of years at the firm implementing COI Solutions, the number of project implementations (a minimum of ten systems is required per key staff), and other significant accomplishments.

1.7.4.3 Provide a statement indicating security certifications (SOC2 Type2 preferred) for the proposed SaaS-based COI Solution and hosting platform. NOTE: If needed, the District will execute a Mutual Non-Disclosure Agreement (MNDA) to obtain security certification reports for review from the short-listed respondents only. See Attachment 1, Sample MNDA. DO NOT include security certification reports in the submittal.

1.7.5 **Methodology/Approach to Scope of Work** - This section of the proposal should explain the Scope of Work as you understand it. Detail your approach, implementation plan including time schedule, activities, and work products and explain the Respondent's technical and management approach. The Respondent must explain in its proposal the strategies and procedures that the organization is proposing to use to successfully accomplish the Project in accordance with this solicitation. See Part III, Statement of Work, Subsection 3.1, Scope of Work, for details.

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

1.7.7 **Cost/Fee Schedule** - This section of the proposal should detail all costs associated with completion of the Scope of Work broken down as indicated in Subsection 3.1, Scope of Work. The Respondent should clearly itemize costs by categories and include any additional expenses in order to implement this SaaS-based COI Solution and provide on-going software support.

Each Respondent shall submit a detailed list of all fees associated with the procurement of the proposed SaaS-based COI Solution including, but is not limited to, software licensing/usage fees, ongoing software support, implementation/configuration services, custom programming, training, data migration, cloud storage, and interface costs. Respondent shall fully describe all costs needed

to implement the SaaS-based Solution and provide ongoing software support as described by providing a cost for all areas listed or indicate if not applicable. The District will appoint one staff member to review all costs from the Respondents and prepare an itemized summary of costs for the evaluation committee to consider. The District reserves the right not to procure all proposed items or services (e.g., custom programming).

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

- 1.7.8 **Supplemental Information Questionnaire** – Complete Attachment 2, Supplemental Information Questionnaire, and submit with your response. Non-submittal of Attachment 2 may result in the Respondent being deemed non-responsive.
- 1.7.9 **Mutual Non-Disclosure Agreement** – Respondents that are shortlisted may be required to complete and sign Attachment 1, Sample MNDA. The MNDA must be signed by an authorized signatory for the Respondent as stated in section 1.6, Rules for Proposals. **If a Respondent desires to propose a change to Sample MNDA, Respondent must submit its request under the procedure set forth in Section 1.9, Questions.** Any changes not submitted as per Section 1.9, Questions, will not be approved and will be considered null and void.
- 1.7.10 **Virtual Software Demonstrations** – The initial rankings of the written proposals are subject to change based on consideration of the software demonstrations provided by the short-listed firms. Software demonstrations are to be attended by the Respondent’s Project Manager and key staff, are anticipated to last up to 90 minutes, including questions and answers, and will be presented virtually via District provided Microsoft Teams meeting. Software demonstrations will be evaluated as part of the final ranked scores.

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

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

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

- 1.7.11 **Submittal of Proposal Documents** – In addition to the proposal submission requirements, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal. Failure to do so shall result in the proposal being deemed non-responsive and cause it to be rejected from further consideration.
- Cover Sheet: The Respondent must sign and return the Cover Sheet with their proposal.
  - Addenda Acknowledgement: The Respondent must acknowledge receipt of all written Addenda issued for this solicitation with their proposal.
  - Attachment 2 – Supplemental Information Questionnaire
  - Attachment 3 – Public Entity Crime Statement.
  - Respondents **are required** to submit with their response to this RFP their standard agreements or license agreements applicable to this Project. The District reserves the right to review and

amend provisions that the District deems to be in its best interest of the District and as necessary to comply with Florida Law, District Policy and Procedures.

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

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

To be considered, one electronic Adobe™ Document Format File (.pdf) of a proposal must be uploaded to [www.Demandstar.com](http://www.Demandstar.com), by **2:00 p.m., Local Time, on August 22, 2023.** Proposals not received in a timely manner by DemandStar will not be accepted. THE DEMANDSTAR TIME STAMP WILL BE CONCLUSIVE AS TO THE TIMELINESS OF FILING. THE DISTRICT HAS NO CONTROL OVER WHETHER [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) IS EXPERIENCING TECHNICAL DIFFICULTIES.

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

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

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

The District is providing an option to join the virtual proposal opening for RFP 23-4243 Certificate of Insurance Tracking Solution. The meeting will begin at 2:00 p.m. on August 22, 2023. Respondents may view the opening by clicking on the "Join Microsoft Teams Meeting" title below.

**Microsoft Teams meeting**  
**Join on your computer or mobile app**

[Click here to join the meeting](#)  
<http://bit.ly/41aOSUf>

Meeting ID: 211 621 247 453 Passcode: TM6Z7K  
[Download Teams](#) | [Join on the web](#)

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

**1.9 QUESTIONS.** All questions must be presented in writing to [Procurement@Watermatters.org](mailto:Procurement@Watermatters.org), for receipt no later than 5:00 p.m. local time on August 02, 2023. Inquiries must reference the date of the proposal opening, the proposal title and the proposal number. Respondents are responsible to check the websites as specified in Section 1.4, Changes, Delays, and Addenda, for the District's responses to the questions presented.

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

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

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

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

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

1.12.1 The Respondent, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Payments made to the Respondent under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Respondent will maintain all such records and documents for at least five years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the Inspector General if the findings result from an external auditor, or any litigation. The Respondent understands and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

1.12.2 Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, chapter 119, Florida Statutes to the extent required by section 119.0701, Florida Statutes, the Respondent shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Respondent does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Respondent or keep and maintain public records required by the District to perform the service. If the Respondent transfers all public records to the District upon completion of this Agreement, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Respondent keeps and maintains public records, upon completion of this Agreement, the Respondent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

1.12.3 **IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT 352-205-8482, BY EMAIL AT [RECORDSCUSTODIAN@SWFWMD.STATE.FL.US](mailto:RECORDSCUSTODIAN@SWFWMD.STATE.FL.US), OR AT THE FOLLOWING MAILING ADDRESS.**

**PUBLIC RECORDS CUSTODIAN  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET  
BROOKSVILLE, FLORIDA 34604-6899**

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

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

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

**1.14 RESPONSIBLE VENDOR DETERMINATION.** 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.

**1.15 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP or did not provide changes to be considered per Section 1.9, Questions, may be



rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFP but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. If awarded, no contract will be formed between the Respondent and the District until the Agreement is executed by both parties.

**1.16 NOTICE OF INTENDED DECISION.** The Notice of Intended Decision will be posted on the District's Internet website, <http://www.watermatters.org/procurement> and [www.demandstar.com](http://www.demandstar.com).

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

**1.18 CANCELLATION.** The District reserves the right to cancel this RFP prior to or after response opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.4, Changes, Delays, and Addenda. No Respondent will have any rights against the District arising from the District's publicized intended decision. An Award or Intended Decision does not constitute a contract with the District. Thus, the District may cancel the Award or Intended Decision after it has been made but before a contract has been executed.

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

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

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

**1.21 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.

**1.22 RETAINAGE.** Retainage is not applicable to this RFP.

**1.23 TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the District without cause upon ten days written notice to the Respondent. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Respondent shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work,

documented in the Project Budget and are allowed under the agreement. If the agreement is terminated, the Respondent must promptly deliver to the District copies of all then completed deliverable items and all documents that directly support the deliverables prepared by the awarded Respondent.

- 1.24 LAW COMPLIANCE.** The Respondent will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including, but not limited to, the Americans with Disabilities Act) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. The Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP.
- 1.25 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, form, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](http://WaterMatters.org/ADA).
- 1.26 PUBLIC ENTITY CRIMES.** Pursuant to subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the Convicted Vendor List. By providing a response, Respondent warrants that it is not currently on a Suspended Vendor List and that it has not been placed on a Convicted Vendor List in the past 36 months.
- 1.27 DISCRIMINATION.** Pursuant to section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a proposal to this RFP, the Respondent certifies that it is not on the discriminatory vendor list.
- 1.28 SCRUTINIZED COMPANIES.** Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By submitting a proposal in response to this RFP, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its proposal.
- 1.29 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

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

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

Respondents to this RFP or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except in writing to the Procurement Service Office as provided in this RFP, between the release of this RFP and the end of the 72-hour period following the District posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, until the Notice of Intent to Award is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

**1.30 BACKGROUND CHECKS.** Background checks are not applicable for this RFP.

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

**1.32 EMPLOYMENT ELIGIBILITY VERIFICATION.** In accordance with section 448.095, Florida Statutes, Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes. Upon good faith belief that Respondent have knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent is 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.

## **PART II – INTRODUCTION**

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

The Southwest Florida Water Management District is soliciting proposals from qualified firms to purchase a Software-as-a-Service (SaaS) based Certificate of Insurance (COI) Tracking Solution (Solution). The Solution will be internet-based and used to track, manage, archive, etc., District COIs. The Respondent will provide implementation services, training and continued support for District staff on the software. Software and system communications will also be configured to meet District needs in the implementation process. Data migration (both data and .pdf) for current District COIs to position for the renewal process is required. The Respondent will provide an online portal for District vendors to submit COIs in the portal.

The District anticipates awarding one contract to a qualified COI Solution firm to provide software and perform implementation and support services as set forth in this RFP.

**2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining

the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

**2.3 TERM OF CONTRACT.** The expected term of the contract resulting from this RFP is two years from the date of contract execution unless otherwise terminated as stated in this RFP. The District has the option, in its sole discretion, to unilaterally renew the contract for three additional one-year periods, for a total contract period of five years.

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

**2.5 PROPOSAL CALENDAR.** The following is a list of key dates:

Request for Proposal issued by the District	July 21, 2023
Deadline to submit Questions	August 02, 2023
Due date for Respondents to submit proposals (2:00 p.m.)	August 22, 2023
Evaluator's Meeting (Virtual via Microsoft Teams, 10:00 a.m.)	September 14, 2023
Notice of Intended Decision (shortlist), anticipated posting date	September 19, 2023
Software Demonstrations (Virtual via Microsoft Teams Office)	TBD
Final Evaluator's Meeting, (Virtual via Microsoft Teams)	TBD
Notice of Intent to Award, anticipated posting date	TBD

Note: Dates are subject to change.

### **PART III - STATEMENT OF WORK**

**3.1 SCOPE OF WORK.** The Southwest Florida Water Management District is soliciting proposals from qualified firms to purchase a Software-as-a-Service (SaaS) based Certificate of Insurance (COI) Tracking Solution (Solution). The Solution will be internet-based and used to track, manage, archive, etc., District COIs. The Respondent will provide implementation services, training and continued support for District staff on the software. Software and system communications will also be configured to meet District needs in the implementation process. Data migration (both data and .pdf) for current District COIs to position for the renewal process is required. The Respondent will provide an online portal for District vendors to submit COIs to the portal. If available, the COI Solution may integrate with other District systems to provide COI status information to staff. This Solution will increase staff efficiency, accuracy of the information and avoid insurance policies from lapsing.

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

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

Unless the District agrees otherwise in writing, Respondent shall provide support services during core District business hours of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Respondent warrants that all District data shall be maintained and processed only in the continental United States. Respondent agrees and covenants that all products provided to the District will be reasonably secured by design and agrees to maintain appropriate procedures to safeguard District Data from fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. The warranties of this Paragraph shall survive the termination or expiration of the Agreement.

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

### **3.1.1 Respondent COI Tracking Software**

#### **3.1.1.1 Respondents' software Solution should:**

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

3.1.1.1.2 Maintain a transaction log of all edits and who made the edits.

#### **3.1.1.2 Respondents' software Solution must:**

3.1.1.2.1 Be an internet-based SaaS Solution.

3.1.1.2.2 Have a vendor portal for District vendors to submit COIs.

3.1.1.2.3 Migrate current District COIs (both data and .pdf) into the proposed software Solution to enable tracking and to obtain renewals as needed.

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

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

3.1.1.2.6 Contain searchable data in the Respondent's software Solution for all COIs.

3.1.1.2.7 Create reports using any COI data retained in Respondent's software.

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

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

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

- 3.1.1.2.11 Have the ability to send automated, configurable emails on behalf of the District to the vendor to obtain new or renewal COIs and to address deficiencies in submitted COIs. Emails must be able to copy a District email address for email archive and notification and public record purposes. Deficiencies include insufficient or incorrect coverage, cancellations, downgrade in its insurance rating, etc.
  - 3.1.1.2.12 Have role-based security and allow access to the software to District staff according to their role.
  - 3.1.1.2.13 Have the ability to attach multiple COIs to one purchase order or agreement.
  - 3.1.1.2.14 Have the ability to attach multiple agreements or purchase orders to one COI.
  - 3.1.1.2.15 Have the ability to locate/sort multiple COIs related to a specific purchase order or agreement.
  - 3.1.1.2.16 Allow the District to add specialty insurance tracking types and limits to those obtained on behalf of the District.
  - 3.1.1.2.17 Allow the District to waive an insurance requirement and move vendor back to compliance.
  - 3.1.1.2.18 Have a means to identify and report on deficient COIs and capture the steps taken for resolution.
  - 3.1.1.2.19 Clearly indicate the status of a COI (e.g., requested, received/in-review, deficient-second request, escalated, accepted, etc.)
  - 3.1.1.2.20 Provide a means for District staff to upload COIs on behalf of the vendor.
  - 3.1.1.2.21 Ability to capture and maintain all communications (e.g., emails, letters, notes from calls, etc.) and contacts with vendors in the system and be accessible by District staff according to their role-based security.
- 3.1.1.3 The RFP response shall also address the following topics, as elaborated in Attachment 2, Supplemental Information Questionnaire.
- A. Implementation Plan
  - B. Training
  - C. Data Migration
  - D. Software Support
  - E. Reporting
  - F. Hosting Platform and Third Party Software
  - G. Security
  - H. Contracts
  - I. Software Licensing and Agreements
  - J. New Releases and Application Updates
  - K. Pricing
- 3.1.1.4 The Cost/Fee Schedule should indicate those Major Categories of fees to use and implement the software as listed in Section 1.7.7, Cost/Fee Schedule.

**3.2** **ANNUAL RATE.** Respondent shall provide an annual rate, inclusive of all fees, for each year of the five-year periods based on 500 active COIs managed. If software does not allow unlimited access, provide pricing based on access of approximately 15 District employees. If after each year, the active COIs

managed varies from 500, the Respondent will adjust the annual fee accordingly. The initial agreement will be for two years, and include three optional one-year renewals, paid annually.

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

**3.3 SOFTWARE DEMONSTRATION.** A software demonstration will be required for all shortlisted firms. Items to be covered should include at minimum the following topics:

- Software Solution including Vendor Portal
- Vendor Process for Submitting COIs
- System Process for Validating COIs
- Available Noticing/Communications to Vendor
- Analytics and Reporting
- Security and Systems
- Document Retention and Compatibility

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

- Configured SaaS-based COI Solution
- Current COI data and .pdf migration
- Public access portal for District vendors to submit COIs
- District User training
- Weekly communication (report/status meetings) during implementation

## **PART IV - INSURANCE REQUIREMENTS**

**4.1 INSURANCE REQUIREMENTS.** Any contract resulting from this RFP will require the successful Respondent to maintain, during the entire term of the contract, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage:

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

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

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

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

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

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

**PART V - EVALUATION PROCEDURES**

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

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

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

CATEGORY	POINT RANGE
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<b>Functionality of Proposed System</b> .....	<b>0 - 35</b>
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Ability of the system to provide desired functionality and efficiency as outlined in Part III, Statement of Work and Attachment 2, Supplemental Information Questionnaire; Respondent has a solicitation response that outlines its ability to meet the needs of the District (20); adequately describes the system's reporting capabilities (7); and demonstrates a thorough and detailed implementation plan (8).

<b>Security and Systems Integration</b> .....	<b>0 - 15</b>
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Respondent clearly communicates the high-level security posture (10) and integration with District systems as needed (5) as outlined in Part III, Statement of Work and Attachment 2, Supplemental Information Questionnaire.

<b>Qualifications and Experience</b> .....	<b>0 - 35</b>
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Demonstrates the Respondent's qualifications and experience in providing the same or similar products and services as outlined in Part III, Statement of Work, and Attachment 2, Supplemental Information Questionnaire. Respondent has the quality, creativity, and depth in their response with qualified experienced staff to provide requested implementation services and ongoing support (15); Demonstrates enough experience and technical expertise in providing implementation services with effective project management, controls and communications (10); positive past performance on similar projects as indicated in section 1.7.4.1, Organizational Profile and Qualifications (5); quality and responsive References with



positive feedback from past clients similar in project size and complexity and has provided adequate feedback on their experience with the Respondent's past performance as listed in section 1.7.6 References (5).

**Cost/Fee Schedule ..... 0 – 15**

Based on the proposed structure and detail of the cost/fee schedule, a comparison will be made for the annual rate(s) for a two-year period. The Respondent whose two-year cost is the lowest, meeting or exceeding specifications, will receive the highest possible score. All other proposals will be scored proportionately (15).

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

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

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

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**ATTACHMENT 1  
SAMPLE MUTUAL NONDISCLOSURE AGREEMENT  
FOR  
CERTIFICATE OF INSURANCE TRACKING SOLUTION  
RFP 23-4243**

This MUTUAL NONDISCLOSURE AGREEMENT is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District," and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Consultant."

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

2. Confidential Information.

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

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

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

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

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

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

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

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

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

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

4. Restrictions.

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

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

- 4.2 Disclosure within Receiving Party's Organization. The Receiving Party shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary or desirable for negotiations, discussions and consultations with personnel or authorized representatives of the parties, relating to the purposes set forth in Section 1. The Receiving Party agrees to have any and all individuals who may have access to Confidential Information acknowledge the obligations contained in this Agreement regarding the protection and use of the Disclosing Party's Confidential Information prior to such individuals having access to Confidential Information.
- 4.3 Duty of Care. The Receiving Party shall maintain the Disclosing Party's Confidential Information using the same degree of care as it uses to protect its own confidential information but, in any case, using no less than a reasonable degree of care. The Receiving Party shall immediately notify the Disclosing Party if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.
- 4.4 Return or Destruction of Confidential Information. Upon demand or if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made therefrom shall be immediately destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party shall certify in writing to the Disclosing Party, upon Disclosing Party's request, that all such information, including all copies, has been destroyed.
- 4.5 Data Protection and Privacy Laws. Consultant shall comply and warrant that it has complied with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction. Consultant shall provide notice to the District of any breach of security concerning confidential personal information where such information was previously disclosed to Consultant by District pursuant to this Agreement, in accordance with section 501.171, Florida Statutes.
- 4.6 Access of Social Security Numbers. The parties agree that social security numbers shall only be disclosed in accordance with section 119.071(5), Florida Statutes.
- 4.7 Legal Action Requiring Disclosure. If Receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, Receiving Party shall give Disclosing Party prompt notice of such request so that Disclosing Party may seek an appropriate protective order or similar protective measure. If the Receiving Party is nonetheless compelled to disclose the Confidential

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

5. No License. No license to the Receiving Party under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.
6. Contact Person. The parties agree to appoint the following contact persons to control dissemination of the Confidential Information:

For District:  
Kim Cash

For Consultant:  
\_\_\_\_\_

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

7. Term. This Agreement shall be effective upon execution by both parties and shall govern all communications of the Confidential Information by Disclosing Party from the effective date of this Agreement through the date on which the Project is complete or is no longer being pursued by the parties.
8. Survival. Notwithstanding the termination of this Agreement, the obligations of each party regarding the protection and use of the other party's Confidential Information shall survive the termination of this Agreement in perpetuity.
9. Florida Law. Notwithstanding any other term or condition of this Agreement, the District does not agree to any term or condition that conflicts with Florida law as may be amended from time to time.
10. Miscellaneous.
  - 10.1 In the event of any litigation or other proceedings before an adjudicative authority regarding the construction hereof or any breach hereof, the non-prevailing party shall pay the reasonable attorneys' fees and expenses of the prevailing party incurred therein.
  - 10.2 Each party acknowledges that unauthorized disclosure or use of the Confidential Information by the Receiving Party may cause irreparable harm and damage to the business of Disclosing Party which may be difficult to ascertain, and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunction relief request may be in addition to, and not in lieu of, any appropriate monetary damages.
  - 10.3 In the event of any legal proceedings arising from or related to this Agreement venue for such proceedings, if in state court, will be exclusively in Hillsborough County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.

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

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

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

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

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name/Title  
Authorized Agent for Company  
Date

**ATTACHMENT 3  
PUBLIC ENTITY CRIMES STATEMENT  
FOR  
CERTIFICATE OF INSURANCE TRACKING SOLUTION  
RFP 23-4243**

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

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

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

\_\_\_\_\_

(print individual's name and title)

for

\_\_\_\_\_

(print name of entity submitting sworn statement)

Whose business address is

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

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

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted consultant list. [attach a copy of the final order]



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

CONSULTANT: \_\_\_\_\_  
(Signature) Date

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

by \_\_\_\_\_ as \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of

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

\_\_\_\_\_

Name typed/printed: \_\_\_\_\_

Notary Public, State of Florida Commission No: \_\_\_\_\_

My Notary Commission Seal:

**ATTACHMENT 5**  
**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
**FOR**  
**CERTIFICATE OF INSURANCE TRACKING SOLUTION**  
**RFP 23-4243**

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace.
  - 2.2 The Respondent's policy of maintaining a drug-free workplace.
  - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:
  - 4.1 Abide by the terms of the statement.
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - 6.2 Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

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

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Company:

---

By:

\_\_\_\_\_  
Signature of Authorized Representative      Date