GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS

The Governing Board of the St. Johns River Water Management District (“District”) requests that interested parties respond to the solicitation(s) below by Friday, January 4, 2013. Further information is available through Onvia DemandStar at demandstar.com [(800) 711-1712], at My Florida Market Place (MFMP) Vendor Bid system (VBS) website at vbs.dms.state.fl.us/vbs/main_menu and the District’s website at floridaswater.com. Proposal packages may be obtained from Onvia DemandStar or the District by calling Alan Weaver at (386) 329-4271 or by e-mail at aweaver@sjrwmd.com.

RISK MANAGEMENT PROGRAM ASSESSMENT
PROPOSAL NUMBER 27502

The District is seeking proposals from consultants to evaluate and assess its current property and liability risk management and insurance program. The work also involves the evaluation and assessment of the District’s risk control, and providing a recommendation for risk financing resulting in the most cost effective risk management structure at an acceptable level of risk exposure. There is no perception that the District’s risk management program or services are functioning poorly. The District has not established a budget for this project.

The successful respondent to RFP 27502, and any firm in that respondent’s principals have any interest, are not eligible to respond to the next District solicitation for either property, liability, or workers compensation insurance, or third party administrative services and excess insurance coverage. Eligibility is prohibited whether the District opts to include preparation of the next District solicitation as part of RFP 27502 or not.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE IS SCHEDULED AT THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT HEADQUARTERS FOR
11:00 A.M., TUESDAY, DECEMBER 18, 2012
4049 REID STREET, PALATKA, FLORIDA 32177
CONFERENCE ROOM 136A

The District requests that all Respondents planning to attend the Pre-Proposal Conference in person RSVP their intention by no later than 5:00 p.m., Monday, December 17, 2012. Respondents planning on attending via teleconference need to request the call-in number and passcode by the same time and date. Respondents shall submit their RSVPs and requests to Alan Weaver at the above number or e-mail address.

The District’s Evaluation Committee will meet at District headquarters as follows:

- 10:00 a.m. and 2:00 p.m. on Thursday, January 10, 2013, to
  o Discuss the responses
  o Finalize the initial ranking
  o Determine a shortlist of Respondents
- 10:00 a.m., Tuesday, January 15, 2013:
  o Shortlisted Respondents will provide oral presentations to the Evaluation Committee
- 10:00 a.m., Tuesday, January 22, 2012:
  o Contract negotiations will commence with the top-ranked Respondent
  o After negotiations have been completed, all Respondents will be notified in writing of the staff’s intended recommendation to the Executive Director

Respondents may request special accommodations for disabilities through Alan Weaver, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.
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**INSTRUCTIONS TO RESPONDENTS**

1. **DEFINITIONS**

   The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document ("Agreement") that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the proposal submitted by Respondent ("Proposal"), and all required certifications and affidavits.

2. **CONTRACT ADMINISTRATOR**

   All inquiries related to this solicitation should be directed to the Contracts Administrator:

   Alan Weaver, CPPO, Sr. Contracts Administrator  
   Phone: (386) 329-4271  
   E-mail: aweaver@sjrwmd.com

3. **WHERE TO DELIVER PROPOSAL**

   All Proposals must be submitted in sealed envelopes with the Proposal number and Proposal opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

   St. Johns River Water Management District  
   Proposal Number 27502  
   Proposal Opening Date: January 4, 2013  
   Proposal Opening Time: 2:00 P.M.  
   Attn: Office of Financial Services  
   4049 Reid Street, Palatka, Florida 32177

   Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

4. **PROPOSAL OPENING**

   Respondents or their authorized agents are invited to attend the Proposal opening. The Proposals will be opened and read at the following time and place:

   2:00 P.M, January 4, 2013  
   St. Johns River Water Management District Headquarters  
   4049 Reid Street, Palatka, Florida 32177

   The Florida Public Records Act, section 119.071(1)(b), Fla. Stat., exempts sealed Proposals from inspection, examination, and duplication until such time as the District issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to section 120.57(3)(a), Fla. Stat., or within 30 days after the Proposal opening, whichever comes first. This exemption is not waived by the public opening of the Proposals.

   If any information submitted with the Proposal is a trade secret as defined in section 812.081, Fla. Stat., and subject to non-disclosure pursuant to section 815.04, Fla. Stat., Respondent must identify any material claimed exempt from such disclosure and explain the basis for such exemption.
5. **PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS**

Respondents shall submit one original and six copies. **Please identify the original proposal as “ORIGINAL.”** In order to assist the District’s review process, **each submittal package shall be bound or submitted in three-ring binders with tabbed dividers for the Criteria identified in the Evaluation Criteria.** All blank spaces on the required documents shall be typewritten or printed in ink. All blank spaces on the proposal form shall be typed or legibly printed in ink. Respondents shall specify the Total Project Price for the entire work described in the contract documents in figures in the appropriate spaces.

Respondents shall provide and complete the following forms and questionnaires, and include them in their Proposal Submittal under the tabs identified below (responses to the forms and questionnaires can be submitted on reproduced copies):

**Tab 1: Past Performance with Similar Projects**
- a) Certificate as to Corporation Form (Page 16)
- b) Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications (Page 17)
- c) Qualifications — General (Page 18)
- d) Qualifications — Similar Projects (Pages 19 – 24)
- e) Qualifications — Public and Private-Sector Organizations Experience (Page 25)
- f) Qualifications — References (Pages 26)
- g) Drug Free Workplace Form – required only in the event of a tie (Page 27)

**Tab 2: Project Team Qualifications**
- a) Qualifications — Project-Team Members Experience (Page 28)
- b) Proposed Subcontractors (Page 29)

**Tab 3: Project Management, Controls and Communications**
No Forms

**Tab 4: Technical and Management Approach**
No Forms

**Tab 5: Cost Effectiveness:**
- a) Proposal and Addenda Acknowledgement Form (Page 14)
- b) Cost Schedule (Page 15)

**Tab 6: Additional Information:**
- a) Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data (Information included under this tab will not receive a score).

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the qualifications. Each section shall be evaluated separately on its own merit.

**Note:** Respondents shall familiarize themselves with the provisions of the Public Records Law, chapter 119, Fla. Stat. All information submitted to the District will become a public record subject to the provisions of the aforementioned statute.
In the event you decline to submit a Proposal, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a Proposal.

6. **BUDGET**

A budget has not been established for this project.

District reserves the right to increase, decrease, or delete any class, item, or part of the Work. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

7. **SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Total Proposal Cost on the attached “Proposed Subcontractors” form. Respondent must submit with its Proposal a list of all known subcontractors who will be paid more than ten percent of the Total Proposal Cost. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the bid.

8. **MINIMUM QUALIFICATIONS**

Respondent must use the “Qualification” forms (GENERAL, SIMILAR PROJECTS, and REFERENCES, ETC.) provided in these documents to document the minimum qualifications listed below under Items “a – e.” Failure to include these forms with the Proposal may be cause for the Proposal to be considered non-responsive.

*(Include under Tab 1 of the submittal package)*

a. Respondent should have completed at least three projects (at least one must be for a public-sector entity) of a similar nature (risk management program assessment) within the past five years. The projects must have been completed by either individual, firm, or project manager assigned to the Work. Each project must have involved the evaluation and assessment of public-entity risk management (RM) programs with (1) an annual expenditure of at least $500,000 for its insurance liability coverage or (2) an asset value of at least $50 million. The three projects should also encompass all of the following four disciplines *(All things being otherwise equal, those Respondents whose projects encompass a greater number of disciplines will receive higher scores).*

1. Analyzing data, drawing conclusions and communicating findings to a variety of internal stakeholders, senior management and governing bodies  
2. Identifying and analyzing exposures to fortuitous losses arising from all operations and activities  
3. Developing appropriate risk-control and risk-financing strategies, including specific recommendations for implementation  
4. Analyzing the RM administration function, including but not limited to  
   a. Organization  
   b. Staffing  
   c. Policies  
   d. Procedures  
   e. Recordkeeping  
   f. Development of specific recommendations
b. Respondent should have no less than a total of five years of experience in the last eight years on projects of the nature specified above, for both public and private sector organizations (public-agency client experience is favored).
   - In addition to the form on Page 25, the Respondent shall provide the following
     - A brief list of current or past public-agency and private-sector clients, including respective dates for both
     - A brief history and description of the Respondent’s firm, and disclose any affiliation the Respondent has with any insurance carriers or underwriters

c. Respondent must provide three references, which shall include references from the similar projects listed in response to sub-paragraph (a), above. No more than one reference can be from the District. Respondent shall include a letter from at least two references attesting to their abilities as it relates to the Statement of Work in the Agreement.

(Include under Tab 2 of the submittal package)

   d. Each project-team member must have at least two years experience within the last five years on projects of the nature specified above (risk management evaluation and assessment).
   - In addition to the form on Page 28, the Respondent shall provide the following
     - A list of the specific responsibilities and a resume for each individual who will be assigned to this project (resumes must be three pages or less)

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary, to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. INQUIRIES AND ADDENDA

District staff members are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Contract Administrator and must be in writing. The Contract Administrator may orally explain the District’s procedures and assist Respondents in referring to any applicable provision in the Proposal documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Proposals in order to be considered. Requests may be submitted by fax at (386) 329-4271 or by e-mail at aweaver@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.
10. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

11. **DISQUALIFICATION OF RESPONDENTS**

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

a. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
b. Evidence of collusion among Respondents;
c. Submission of materially false information with the Proposal;
d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
f. Respondent is failing to adequately perform on any existing contract with the District;
g. Respondent has defaulted on a previous contract with the District;
h. The evidence submitted by Respondent, or the District’s investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District’s objectives for the Work.

12. **REJECTION OF PROPOSAL**

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.
13. **WITHDRAWAL OF PROPOSALS**

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of Proposal opening. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.

14. **EVALUATION AND AWARD PROCEDURES**

Proposals will be evaluated by an Evaluation Committee (Committee) based upon the criteria and weighting set forth in “EVALUATION CRITERIA.” Committee members will meet at District headquarters to discuss the Proposals and their individual evaluations. Each Committee member completes an evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Committee meeting. The Committee shortlisted Respondents will make oral presentations to the Evaluation Committee to assist them in completing their evaluations will be held at District headquarters. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.

For procurement actions that require Executive Director or Governing Board approval, all Respondents will be notified in writing of the Committee’s intended recommendation to the Executive Director or Governing Board regarding award of the Agreement. Alternatively, the Committee may elect to submit the final ranking to the Executive Director or Governing Board for approval prior to commencement of negotiations and, upon approval of the ranking of Proposals, commence negotiations and execute an agreement without further action by the Executive Director or Governing Board. All Respondents will then be notified in writing of the Committee’s intended award of the Agreement.

The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the “Successful Respondent”). The Agreement may be modified based on the District’s acceptance of any alternatives listed in the Proposal that the District deems in its best interest.

If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with section 287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to section 373.63, Fla. Stat.; or (3) by lot.

The District reserves the right to award the Agreement to the next highest ranked and available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under section 120.57(3), Fla. Stat., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

15. **EXAMINATION OF AGREEMENT DOCUMENTS**

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the contract documents related to the Work, the time in
which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

16. **PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with sections 287.133 and 287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

17. **USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity’s agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

18. **DIVERSITY**

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

19. **FLORIDA SALES TAX**

The District is exempt from payment of State of Florida sales tax pursuant to section 212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become part of a public work owned by the District.
20. **EVALUATION CRITERIA**

Timely submitted proposals will be evaluated by District Evaluation Committee. Each Committee member will score each proposal by the criteria described below. The total weighted scores of each Committee member will be compared and ranked. The highest-ranked Respondent will receive a rank of “one,” and the others “two,” “three,” and so on. Equal total weighted scores will be given equal ranks (e.g., 1, 2, 2, then 4). The individual rankings from all of the Committee members will be totaled. The resulting highest-ranked Respondent will be the Respondent with the lowest total of the combined individual rankings. It is anticipated that a contract will be issued as soon as practicable.

The District will evaluation responses using the following evaluation criteria:

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<th>Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Total</th>
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<tr>
<td><strong>1 Past Performance with Similar Projects</strong></td>
<td>25%</td>
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<tr>
<td>a) What were the roles/levels of participation of the proposed team</td>
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<td>b) The relevance of past projects</td>
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<td>c) Were projects completed on time and within budget</td>
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<td>d) Project where risk management was the focus</td>
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<td>e) Past public-agency and private-sector client experience (five years within past eight years) – public-agency client experience is favored</td>
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<td>f) References</td>
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<tr>
<td>• List all similar projects (up to the past 3 years)</td>
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<td>• Letters of reference from at least two of those listed on the References form</td>
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<tr>
<td><strong>2 Project Team Qualifications</strong></td>
<td>10%</td>
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<td>a) Does the team have all necessary disciplines</td>
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<td>b) Qualifications/experience relevant to the role/function</td>
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<td>c) Percentage of time will project team members will be dedicated to project</td>
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<tr>
<td>d) Resumes</td>
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<td>e) Proposed subcontractors</td>
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<tr>
<td><strong>3 Project Management, Controls and Communications</strong></td>
<td>15%</td>
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<tr>
<td>a) Management of project team</td>
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<tr>
<td>b) Quality control and assurance procedures</td>
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<tr>
<td>c) Employment of technical expertise and resources</td>
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<tr>
<td>d) Data collection and surveys (staff and property)</td>
<td></td>
<td></td>
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<tr>
<td>e) Procedures to complete project on time and within budget</td>
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<tr>
<td><strong>4 Technical and Management Approach, including Quality, Creativity and Depth of Proposal</strong></td>
<td>30%</td>
<td></td>
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<tr>
<td>a) Are the evaluation and assessment goals and objectives clearly understood and demonstrated by the Respondent?</td>
<td></td>
<td></td>
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<tr>
<td>a) Soundness and clarity of proposal</td>
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<td></td>
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<tr>
<td>b) Appropriateness of the proposed approach</td>
<td></td>
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<tr>
<td>c) Are the Respondents assumptions, needs and constraints identified and addressed?</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>5 Cost Effectiveness</strong></td>
<td>20%</td>
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<td></td>
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<tr>
<td>The Respondent whose proposal cost is the lowest will receive a Cost Effectiveness score of 10. All other responses will be scored proportionately using the following formula: Multiply the lowest proposed amount by 10, divide that amount by the next lowest amount to determine the Cost Effectiveness score.</td>
<td></td>
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</table>

**TOTAL WEIGHTED TOTAL** 100%

**Evaluation Rating Scale – 1 through 10:**
- More than adequate ................................................................. 8 – 10
- Adequate .................................................................................. 5 – 7
- Less than adequate .............................................................. 1 – 4
- Not covered in proposal ..................................................... 0
Tab 1: Past Performance with Similar Projects (25%)

This criterion ascertains whether the Respondent possesses the necessary experience and training to accomplish the work. For this solicitation, the District will evaluate proposals based on the following:

- Prior roles, levels of management and team participation on past projects
- Experience of the project leaders in designing, implementing, and effectively managing and overseeing RM evaluations and associated cost reductions
- Prior experience relative to their role/function in order to ensure project success

Tab 2: Project Team Qualifications (10%)

This criterion ascertains whether the Respondent’s project team possesses the necessary facilities and administrative ability to work together to successfully accomplish the Work. For this solicitation, the District will evaluate proposals based on the following:

- Team cohesion and complimentary functionality
- The capacity of the project team (personnel) to conduct the scope of the proposed work
- Percentage of time that project team members will be dedicated to the Work

Tab 3: Project Management, Controls and Communications (15%)

This criterion ascertains whether the proposal demonstrates the appropriate level of management review, control and flow of information between the members of project team, Respondent’s senior management, and the District’s representatives. For this solicitation, the District will evaluate proposals based on the following:

- Management of project team
- Quality control and assurance procedures
- The Respondent’s proposal should reflect an approach that will meet the project objectives through measurable outcomes
- Procedures to complete project on time — include a work schedule and the anticipated time needed for completion of the Work

Tab 4: Technical and Management Approach, including Quality, Creativity and Depth of Proposal (30%)

This criterion assesses whether the proposal and methodology is technically sound and innovative, and meets the District’s needs. If the methodology is appropriate and whether there are clear goals and objectives relative to ensuring the success of the project. For this solicitation, the District will evaluate proposals based on the following:

- Evaluation and assessment goals and objectives clearly understood by the Respondent
- Appropriateness of the proposed approach
- The likelihood that the Respondent and project will provide meaningful, tangible and specific results that are measurable
- Respondents assumptions, needs and constraints identified and addressed, to include:
  - A listing of the functional areas or persons to be interviewed, along with the estimated time involvement by such areas or persons
  - A listing of the specific locations which will be visited or surveyed
  - A listing of types of documents which will be required in order to perform the tasks
Tab 5: Cost Effectiveness (20%)

The Respondent whose proposal cost is the lowest will receive a Cost Effectiveness score of “10.”

The District will proportionately score all other responses using the following formula: Multiply the proposed amount by 10, divide that amount by the next lowest amount to determine the Cost Effectiveness score.

21. EXECUTION OF AGREEMENT

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the Proposal and execution of the Agreement by the District.

Unless all Proposals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

a. A completed Internal Revenue Service Form W-9;
b. Satisfactory evidence of all required insurance coverage;
c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;
d. All other information and documentation required by the Agreement.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled. In such event, the District will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

22. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to this solicitation on Onvia DemandStar at demandstar.com. Onvia DemandStar may also be accessed through the District’s website at floriaswater.com. In addition, the District will post notices of intended agency decisions on the MFMP VBS website at vbs.dms.state.fl.us/vbs/main_menu, and at the District’s headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar and MFMP VBS.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District’s Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. **PROPOSAL GUARANTY**

For the purposes of this solicitation, a Proposal guaranty is not required.

24. **PROTEST PROCEDURES**

Pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to section 287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier’s check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent of the District’s estimated contract amount.

Pursuant to section 120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLA. STAT., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND WILL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLA. STAT. Mediation under section 120.573, Florida Statutes, is not available.

Request for Proposals
Last updated: 8-16-12
FORMS

PROPOSAL FORM

(This form to be included in Proposal submittal)

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Proposal is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
<th>Addendum No.</th>
<th>Date</th>
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</tbody>
</table>

Firm name: ________________________________

Signature: ________________________________

Date: ________________________________

This form to be included in Proposal Submittal under Tab 5.
COST SCHEDULE

Proposal to be opened at 2:00 P.M., January 4, 2013

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting Proposals for the District to assess and evaluate its current property and liability risk management and insurance program, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS” for information to be included with the Proposal package.

The Proposal will be awarded to the most responsive and responsible Respondent whose proposal best meets the needs of the District.

TOTAL PROPOSED COST FOR TASK 1 ..................................................................... $
TOTAL PROPOSED COST FOR TASK 2 ..................................................................... $
TOTAL PROPOSED COST FOR TASK 3a ................................................................... $
TOTAL PROPOSED COST FOR TASK 3b ................................................................... $
TOTAL PROPOSED COST FOR TASK 3c.................................................................... $
TOTAL PROPOSED COST ALL TASKS ...................................................................... $

NOTES:
1. The Proposed cost shall include all travel costs.
2. Tasks 3a – 3c, if awarded by the District, will be awarded in total.

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

This form to be included in Proposal Submittal under Tab 5.
CERTIFICATE AS TO CORPORATION
(This form to be included in Proposal submittal)

The below Corporation is organized under the laws of the State of ______________; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: ____________________________________________
Address: ______________________________________________________
Registration No.: ______________________________________________
Registered Agent: ______________________________________________

By: __________________________________________________________

(Official title)

(Affix corporate seal)

Attest: _______________________________________________________

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing Proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

This form to be included in Proposal Submittal under Tab 1.
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

(This form to be included in Proposal Submittal)

STATE OF ______________________
COUNTY OF ____________________

I, the undersigned, _____________________________, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

   ____________________________________________________,
   the Respondent that has submitted the attached Proposal.

2. The attached Proposal is genuine. It is not a collusive or sham Proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Proposal.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Proposal of any other Respondent, or to fix any overhead, profit, or cost element of the Proposal prices or the Proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Respondent has the ability to, and if selected will, conduct the Work in a manner that does not bias the results toward any particular risk management or insurance products.

Signature:____________________________________
Title: _______________________________________

Subscribed and sworn to before me this _______ day of _______________, 20 ___.

Notary Public, State of _________________ at Large
My commission expires:
   (SEAL)

This form to be included in Proposal Submittal under Tab 1.
QUALIFICATIONS — GENERAL

(This form to be included in Proposal submittal)

As part of the Proposal, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: ________________________________________________________________

Respondent’s tax identification No.: ______

Year company was organized/formed: ______

Number of years Respondent has been engaged in business under the present firm or trade name: ______.

Total number of years Respondent has experience in similar work described in Item 8 of the Instructions to Respondents: ______

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Proposal or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this Proposal. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

This form to be included in Proposal Submittal under Tab 1.
QUALIFICATIONS — SIMILAR PROJECTS
(This form to be included in Proposal submittal under Tab 1)

Respondent must have completed at least three similar projects, as described at Item 8a of the Instructions to Respondents, within the past three years by the individual, firm, or project manager assigned to the project. Each project must have involved the evaluation and assessment of public-entity risk management (RM) programs with (1) an annual expenditure of at least $500,000 for its annual liability insurance coverage or (2) an asset value of at least $50 million.

**Completed Project 1:**
Client: __________________________________________________________
Current client contact person: _________________________________________
Telephone: _______________ Fax: _______________ E-mail: _______________
Client address: ____________________________________________________
Name of project: _________________________________________________
Project value: ___________ Start date: _____________ Completion date: _____________
   (month/year)             (month/year)
Number of agency/company staff members: __________
Client’s Annual Liability Coverage Expenditures: ___________ or Asset Value: ___________
Name(s) of assigned personnel:
Project manager: _________________________________________________
Others: __________________________________________________________

Project description (include information that clearly shows how the project meets the minimum requirements stated under Item 8a and relates to the statement of work):

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Completed Project 1 (continued):
QUALIFICATIONS — SIMILAR PROJECTS (continued)
(This form to be included in Proposal submittal under Tab 1)

Completed Project 2:
Client: ________________________________________________________________
Current client contact person: __________________________________________
Telephone: ____________ Fax: _______________ E-mail: ________________
Client address: _______________________________________________________
Name of project: _____________________________________________________
Project value: __________ Start date: __________ Completion date: ___________
                             (month/year)                         (month/year)
Number of agency/company staff members: __________
Client’s Annual Liability Coverage Expenditures: __________ or Asset Value: __________
Name(s) of assigned personnel:
Project manager: ____________________________________________________
Others: _____________________________________________________________

Project description (include information that clearly shows how the project meets the minimum requirements stated under Item 8a and relates to the statement of work):
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Completed Project 2 (continued):
QUALIFICATIONS — SIMILAR PROJECTS (continued)
(This form to be included in Proposal submittal under Tab 1)

Completed Project 3:

Client: ________________________________________________________________

Current client contact person: ____________________________________________

Telephone: _______________ Fax: _________________ E-mail: _________________

Client address: _________________________________________________________

Name of project: _______________________________________________________

Project value: ___________ Start date: ___________ Completion date: ____________

   (month/year)               (month/year)

Number of agency/company staff members: __________

Client’s Annual Liability Coverage Expenditures: ___________ or Asset Value: ___________

Name(s) of assigned personnel:

Project manager: ________________________________________________________

Others: __________________________________________________________________

Project description (include information that clearly shows how the project meets the minimum requirements stated under Item 8a and relates to the statement of work):

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Completed Project 3 (continued):
QUALIFICATIONS — PUBLIC AND PRIVATE-SECTOR ORGANIZATIONS EXPERIENCE
(This form to be included in Proposal submittal under Tab 1)

Respondent (combination of the firm, individual, or project manager assigned to the project) shall provide the information requested below to document a total of at least five total years experience, within the last eight years, on projects involving the evaluation and assessment of risk management programs for both public and private-sector organizations as described at Item 8b of the Instructions to Respondents (add additional sheets if necessary) (Public-agency client experience is favored).

Experience Profile:

Respondent’s project personnel:
Name(s) and title(s): ________________________________

Total years’ experience (a minimum of five years within the last eight years): _________
Project descriptions and time frames: ________________________________

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QUALIFICATIONS — REFERENCES
(This form to be included in Proposal submittal under Tab 1)

Respondent shall provide a total of three references (see Item 8c of the Instructions to Respondents), which shall include the similar projects listed above. No more than one reference shall be from the District. Respondent shall include a letter from at least two references attesting to their abilities as it relates to the Statement of Work in the Agreement. (For similar projects listed above, simply state “Similar Project No. _____.”)

Reference No. 1:
Agency/company: ____________________________
Current contact person at agency/company: ____________________________
Telephone: __________________ Fax: __________________ E-mail: __________________
Agency/Company Address: ____________________________
Name of project: ____________________________
Description: ____________________________
Project value: ____________________________ Project manager: __________________

Reference No. 2:
Agency/company: ____________________________
Current contact person at agency/company: ____________________________
Telephone: __________________ Fax: __________________ E-mail: __________________
Agency/Company Address: ____________________________
Name of project: ____________________________
Description: ____________________________
Project value: ____________________________ Project manager: __________________

Reference No. 3:
Agency/company: ____________________________
Current contact person at agency/company: ____________________________
Telephone: __________________ Fax: __________________ E-mail: __________________
Agency/Company Address: ____________________________
Name of project: ____________________________
Description: ____________________________
Project value: ____________________________ Project manager: __________________
DRUG-FREE WORKPLACE FORM

(This form will be required if there is a tie in the initial rankings)

The Respondent, (business name) _____________________________________________, in accordance with section 287.087, Fla. Stat., hereby certifies that Respondent does the following:

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

2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3. Gives each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in paragraph 1, above.

4. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

4. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: ________________________________

Title ______________________________

Date: ______________
QUALIFICATIONS — PROJECT-TEAM MEMBERS EXPERIENCE

(This form to be included in Proposal submittal under Tab 2)

Each of the Respondent’s project-team members must have at least two years within the last five years on projects involving risk management evaluation and assessment as described at Item 8d of the Instructions to Respondents (add additional sheets if necessary).

Experience Profile for Respondent’s project-team personnel:

Name and title: ________________________________

Total years’ experience (a minimum two years within the past five years): __________

Project descriptions and time frames: ________________________________

________________________________________________________________________

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Name and title: ________________________________

Total years’ experience (minimum two years): __________

Project descriptions and time frames: ________________________________

________________________________________________________________________

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________________________________________________________________________
PROPOSED SUBCONTRACTORS
PROPOSAL NUMBER 27502

Respondent intends to use the following subconsultants on this project (if none, write “None”):

1. Name and address of subconsultant: _____________________________________________
   Description of Work: ___________________________________________________________
   Estimated value of Work: _______________________________________________________  

2. Name and address of subconsultant: _____________________________________________
   Description of Work: ___________________________________________________________
   Estimated value of Work: _______________________________________________________  

3. Name and address of subconsultant: _____________________________________________
   Description of Work: ___________________________________________________________
   Estimated value of Work: _______________________________________________________  

4. Name and address of subconsultant: _____________________________________________
   Description of Work: ___________________________________________________________
   Estimated value of Work: _______________________________________________________  

5. Name and address of subconsultant: _____________________________________________
   Description of Work: ___________________________________________________________
   Estimated value of Work: _______________________________________________________  

This form to be included in Proposal Submittal under Tab 2.
Make additional copies if necessary.
NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
RISK MANAGEMENT PROGRAM ASSESSMENT
PROPOSAL NUMBER 27502

Your reasons for not responding to this Request for Proposals are valuable to the St. Johns River Water Management District’s procurement process. Please complete this form and return it to the Bureau of Procurement Management no later than the date set for receipt of Proposals. Thank you for your cooperation.

Please check (as applicable):

_____ Specifications too “general” (explain below)
_____ Insufficient time to respond to the Request for Proposals
_____ Do not provide this type of work for this project
_____ Schedule would not permit us to perform
_____ Unable to meet Request for Proposal specifications
_____ Specifications unclear (explain below)
_____ Disagree with solicitation or Agreement terms and conditions (explain below)
_____ Other (specify below)

Remarks: ____________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE TYPED NAME AND TITLE

TELEPHONE NUMBER FAX NUMBER
AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND

TO EVALUATE AND ASSESS THE DISTRICT’S RISK MANAGEMENT PROGRAM

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and _____________________________________ (“Consultant”), whose address is ____________________________________. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Consultant agrees to furnish and deliver all materials and perform all labor required for a Risk Management Program Assessment (“the Work”). Consultant shall complete the Work in conformity with this Agreement, which includes the Statement of Work and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. The parties hereby agree to the following terms and conditions.

1. TERM. The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2014 (“Completion Date”). Consultant shall not commence Work until all required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

2. COMMENCEMENT OF WORK

Consultant shall commence the Work within 15 days after the Effective Date.

This date shall be known as the “Commencement Date.” Consultant shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Consultant shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

(a) The Work is specified in the Statement of Work, Attachment A. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Consultant shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

(b) If not otherwise addressed in the Statement of Work, upon written request, Consultant shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress
report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Consultant has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

5. **FUNDING OF AGREEMENT.** For satisfactory performance of the Work, the District agrees to pay Consultant a sum not to exceed $__________________ (the “Total Compensation”).

6. **ANNUAL BUDGETARY LIMITATION.** For multi-year agreements, it is necessary for the District to budget as accurately as possible the amount of funds that will be expended by the District during each fiscal year. The Statement or Work, Attachment A, includes the parties’ current schedule for completion of the Work and projection of expenditures under this Agreement on a fiscal year basis (October 1 – September 30) (“Annual Spending Plan”). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall notify the District in writing to the Project Manager as defined herein and provide the District with a revised schedule for completion of work and Annual Spending Plan that does not increase the Total Compensation. The last date for the District to receive revised Annual Spending Plan requests is August 1 of the then-current fiscal year. The District may, in its sole discretion, prepare a District Supplemental Instruction Form either incorporating the revised work schedule and Annual Spending Plan authorizing additional expenditures during the then-current fiscal year or incorporating the revised work schedule and Annual Spending Plan in a subsequent fiscal year.

7. **PAYMENT OF INVOICES**

(a) Consultant shall submit completion itemized invoices by one of the following two methods:
(1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, FL 32177, or (2) by e-mail to acctpay@sjrwmd.com.
Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the
District’s fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice.** This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

(d) All invoices shall include the following information: (1) District contract number; (2) Consultant’s name and address (include remit address, if necessary); (3) Consultant’s invoice number and date of invoice; (4) District Project Manager; (5) Consultant’s Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Consultant and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Payments.** The District shall pay Consultant 100% of each approved invoice.

8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Consultant’s acceptance of final payment shall constitute a release in full of all Consultant claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

9. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

10. **INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less
coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant’s insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant’s obligation to provide insurance.

11. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

12. **PROJECT MANAGEMENT AND PERSONNEL**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

**DISTRICT**
Barbara Johnston, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: (386) 329-4154
E-mail: bjohnston@sjrwmd.com

**CONSULTANT**
TBD, Project Manager
TBD
TBD
TBD
Phone: TBD
E-mail: TBD

(b) The District’s Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the District may designate a “Work Order Manager” on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the District’s Project Manager. The District’s Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement.

(c) Consultant shall maintain an adequate and competent professional staff. Consultant’s employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.
13. **PROGRESS REPORTING; FAILURE TO MEET SCHEDULE**

(a) **Progress Reports.** Consultant shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District’s Project Manager and Consultant, and may include emails, memos, and letters.

(b) **Progress Meetings.** The District may conduct progress meetings with Consultant on a frequency to be determined by the District. In such event, Consultant shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

14. **DELAYS.** Consultant shall not be compensated for delays in the Work caused by Consultant’s inefficiency, rework made necessary by Consultant’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing delay for the same cause, only one notice of delay is necessary. If the delay is due to causes beyond Consultant’s control, as determined by the District in its sole judgment and discretion, the District may grant a time extension in the form of a written amendment signed by both parties.

15. **AMENDMENTS.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Work that are not inconsistent with the purpose of the Work and both parties agree in writing do not affect the Total Compensation or the Completion Date.

16. **TERMINATION AND SUSPENSION**

(a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Consultant’s: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District’s sole judgment and discretion, the District may afford Consultant an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant shall be liable for all costs involved in completing the
Work, including additional managerial and administrative services, which shall be offset against any amount due to Consultant.

(b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days written notice to Consultant. In such event, Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Consultant shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Consultant may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

(c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Consultant fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Consultant fails or refuses to comply with a Stop Work Notice.

(d) **District Suspension for Convenience.** The District may direct Consultant to stop Work, in whole or in part, whenever, in the District’s sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District’s objectives. The District shall provide Consultant not less than five days written notice, except in emergency circumstances. Consultant shall immediately comply with such notice. Should such stoppage increase Consultant’s cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) **Consultant’s Right to Stop Work or Terminate Agreement**

(i) **Stop Work.** Consultant may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Consultant or third persons; or (3) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

(ii) **Termination.** Consultant may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Consultant, for a period of not less than three months; (2) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
(iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District’s written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS**

(In Alphabetical Order)

17. **ASSIGNMENT AND SUBCONTRACTS.** Consultant shall not sublet, assign, or transfer any Work, involving more than 20% of the total cost of the Work, or assign any monies due or to become due hereunder, without the District’s prior written consent. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

18. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three years after expenditure of funds hereunder, the District or its duly authorized representatives shall have access to examine any of Consultant’s books and other records involving transactions related to this Agreement. Consultant shall preserve all such records for a period of not less than three years. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Consultant will provide proper facilities for access to and inspection of all required records.

19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

20. **CONFLICT OF INTEREST.** No employee or agent of Consultant compensated either partially or wholly with funds from this Agreement may engage in any activity that would constitute a conflict of interest with performance of this Agreement. Consultant must disclose to the District any activity that appears to be a conflict of interest. If the District determines that the apparent conflict interferes with the integrity of the Work, Consultant must take all appropriate measures to eliminate the conflict. Failure to remove the conflict constitutes a default.

21. **DISPUTE RESOLUTION**

(a) **During the course of work.** In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District’s written instructions and may claim additional compensation. Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District’s Project Manager no later than 15 calendar days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District’s Office of General Counsel, which shall issue a written decision within 15 calendar days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. Consultant shall proceed with the Work in accordance with said determination. This shall not waive Consultant’s position regarding the matter in dispute.
(b) **Invoices.** In the event the District rejects an invoice as improper, and the Consultant declines to modify the invoice, the Consultant must notify the District in writing within ten calendar days of receipt of notice of rejection that the Consultant will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Consultant’s written response to the District’s Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

22. **GOVERNING LAW, VENUE, ATTORNEY’S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney’s fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

23. **INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING.** Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to section 216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

24. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant's duties hereunder or alter Consultant's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

25. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Consultant shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits
required to permit performance of the Work. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Consultant’s failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

26. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

27. **PUBLIC RECORDS.** Records of Consultant that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. Consultant shall allow public access to all such documents. If Consultant receives a public records request, Consultant shall promptly notify the District’s Project Manager and follow the Project Manager’s instructions regarding the release of those records.

28. **RELEASE OF INFORMATION.** Consultant shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

29. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Consultant’s failure of performance, the District may terminate this Agreement for cause. Alternatively, the District, in its sole discretion and judgment, may allow Consultant to correct the deficiency at its expense. If the District determines that it is not in its best interest for Consultant to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District’s rights or remedies for any subsequent breach of this Agreement.

30. **ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

31. **SAFETY.** Consultant shall prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its subcontractors shall allow or cause to be allowed any alcohol or drugs on the Premises.
IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: ________________________________
    Hans G. Tanzler III, Executive Director (or designee)

Date: ________________________________

CONSULTANT

By: ________________________________

Typed Name and Title

Date: ________________________________

APPROVED BY THE OFFICE OF GENERAL COUNSEL

Attest: ________________________________

Typed Name and Title

Attachment A — Statement of Work/Technical Specifications
Attachment B — Insurance Requirements
Attachment C — District’s Supplemental Instructions (sample)

General Services; $25,000 - $100,000
Last Updated: 12-15-11
I. BACKGROUND INFORMATION

The District is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida:

- Alachua
- Baker
- Bradford
- Brevard
- Clay
- Duval
- Flagler
- Indian River
- Lake
- Marion
- Nassau
- Okeechobee
- Orange
- Osceola
- Putnam
- St. Johns
- Seminole
- Volusia

The District currently has 591.1 full-time equivalent positions working primarily out of three owned facilities, which include the headquarters facility in Palatka, an operations facility in Moss Bluff, and a service center in Palm Bay, as well as two leased service centers in Jacksonville and Maitland. District staff work from service centers in Palatka, Jacksonville, Maitland and Palm Bay, and are tasked with preserving and managing Florida’s precious water resources.

The adopted budget for Fiscal Year 2012–2013 runs from October 1, 2012, through September 30, 2013, and totals $120.7 million. The property and liability risk management and insurance program budget for this period is $780,000. A copy of the District’s current insurance information is included in Exhibit 1.

The District owns and manages properties totaling approximately 700,000 acres within its 18-county boundary for conservation purposes, including wetland restoration, preserving areas designated as natural and pristine, and flood control through operation of more than 100 water control structures. The District manages much of its property to allow public access for recreational purposes, including hiking, fishing, horseback riding, camping, boating, and seasonal hunting. Additional details regarding land management may be found on the District’s website (floridaswater.com).

The District also routinely cooperates and participates with many federal, state, local, non-profit organizations and private landowners in conducting prescribed burns.

The District is seeking proposals from interested and qualified professional firms to:

- Evaluate the District’s current property and liability risk management and insurance program
- Evaluate the District’s risk control
- Provide recommendation for risk financing resulting in the most cost effective risk management structure at an acceptable level of risk exposure
- Prepare a report and presentation on the findings and recommendations

The purpose of this solicitation is to invite interested and qualified Consultants to prepare and submit proposals in accordance with instructions provided. The District will invite the successful Respondent to enter into a contractual relationship with the District for the Services outlined below.

II. OBJECTIVES

Obtain a qualified professional firm with the ability and resources to provide the following services:

- Identification, analysis, and ranking of the District exposures to fortuitous losses arising from all operations and activities
• Development of appropriate risk control and risk financing strategies including specific recommendations for implementation
• Analysis of the administration of the risk management function, including organization, staffing, policies, procedures and recordkeeping and the development of specific recommendations
• Detailed review of all current insurance policies
• A “buy-make” analysis that identifies the “right mixture” of self-insurance (full or limited to appropriate sized deductibles) versus buy insurance decisions (the successful Respondent should include a list of and cost for all safety measures that need to implemented for a “make” process (i.e., staff, facilities, etc.)

III. SCOPE

Consultant responsibilities:
• Conduct a risk assessment of the District’s current property and liability risk management and insurance program
• Evaluate the District’s risk control practices
• Develop risk financing recommendation
• Provide a presentation of findings and a written report, which specifies recommendations

District responsibilities:
• Provide copies of requested documents in electronic or hard-copy format
• Arrange tour(s) of District properties for the Consultant
• Facilitate meetings between District staff and the Consultant

Optional Work Item

The successful Respondent shall perform all work necessary to
• Optional Item 3a:
  o Prepare, formulate, and assist in the drafting and preparation of a formal procurement document (Request for Proposals or Invitation to Negotiate) to retain property and liability insurance coverages or, in the event the District elects a self-insured arrangement, third party administrative services and excess insurance coverage
• Optional Item 3b
  o Analysis of proposals submitted by the respondents
• Optional Item 3c
  o Provide technical advice to the procurement evaluation committee

SPECIAL NOTE: THE SUCCESSFUL RESPONDENT TO RFP 27502, AND ANY FIRM IN THAT RESPONDENT'S PRINCIPALS HAVE ANY INTEREST, ARE NOT ELIGIBLE TO RESPOND TO THE NEXT DISTRICT SOLICITATION FOR EITHER PROPERTY, LIABILITY, OR WORKERS COMPENSATION INSURANCE, OR THIRD PARTY ADMINISTRATIVE SERVICES AND EXCESS INSURANCE COVERAGE. ELIGIBILITY IS PROHIBITED WHETHER THE DISTRICT OPTS TO INCLUDE PREPARATION OF THE NEXT DISTRICT SOLICITATION AS PART OF RFP 27502 OR NOT.
IV. TASKS

Task 1 – Consultant shall identify, review, evaluate, and report upon the following:

- Exposures to fortuitous loss
- Consideration of these exposures in terms of probably loss frequency and severity
- Financial ratings of insurers
- Insurance limits
- Deductibles and retentions
- Scope of insurance coverage, including deficiencies and overlaps
- The cost of risk (insurance premiums, retained losses and administrative expenses)
- Alternative risk financing options
- Current quality and levels of services provided by insurers, agents/brokers/ and third party administrators
- Administration of the risk management function including organization, staffing, policies, procedures, and record keeping

Task 2 – Consultant shall provide a written final report and an oral presentation summarizing the findings. At the District’s discretion, the successful Respondent’s oral presentation shall be made to the District’s Governing Board or the District’s executive management team. The final written report shall include, but not necessarily be limited to, the following features:

- An executive summary section
- A listing of recommendations for changes, including where practical, an estimate of additional expense or savings (if any) and an action plan for implementation

NOTE: In the event, the successful Respondent includes self-insurance as part of its final recommendations for cost-savings measures; it must also include all costs associated with implementing the self-insurance program and the annualized costs of managing (i.e., staff, overhead, travel, etc.)

Optional Item: Tasks 3a – 3b

No work shall be performed under any optional item unless the District’s Project Manager provides prior written authorization.

Consultant responsibilities:

Optional Item – Task 3a:

- Prepare, draft and provide a formal procurement document (Request for Proposals or Invitation to Negotiate) including the statement of work, evaluation criteria, respondent questionnaires, etc.
  - That reflects District-approved objectives for insurance coverages and services
  - That conforms to District procurement policies, directives, protocols, and applicable laws and statutes
  - With input from the District’s risk management and contracts administration staff
- Attend a solicitation kickoff meeting
- Attend the non-mandatory pre-proposal meeting
Optional Item – Task 3b:

- Review and assist in the analysis of proposals
- Prepare a detailed premium and coverage analysis of the responses (i.e., spreadsheet the information, coverages, etc.)
- Participate in conference calls between District staff and respondents to verify and/or clarify any response-related issue
- Participate in the verification/clarification process, at the District’s request
- Attend the evaluation committee meeting to rank the proposers/proposals
- Attend the evaluation committee negotiation strategy meeting
- Advise the District’s evaluation committee on interpreting and/or understanding the responses toward their determination of a short list for negotiations
- Prepare a list of questions for the short list/finalists’ negotiations
- Assure consistency of approach and format if two or more brokers/insurance providers are selected to obtain insurance proposals
- Present the information to the District’s procurement evaluation committee

Optional Item – Task 3c:

- Attend negotiation meeting(s) with respondents to assist the District procurement evaluation committee and contracts staff in negotiations with the respondents
- Subsequent to negotiations, assist the District’s evaluation committee, as necessary, in their selection of a finalist and corresponding recommendation to the Governing Board

District responsibilities:

- Make the final determination as to solicitation methodology — Request for Proposals or Invitation to Negotiate
- Provide input, past claims history information, and property schedules
- Review and approve the Consultant-drafted solicitation package prior to its release to the public
- Issue the solicitation through its Web portal at DemandStar.com (DemandStar by Onvia)
- Receive the responses from the brokers/insurance companies (an electronic copy of each response will be provided to the Consultant)
- Score proposals

V. MEETINGS AND DELIVERABLES

The Consultant is expected, at a minimum, to engage in the following meetings and produce the following deliverables:

a. Conduct a project kick-off meeting at the District’s Palatka Headquarters. This meeting will include all Consultant and appropriate District staff that will be involved in the evaluation and assessment. The purpose of the meeting will be to review the project schedule and scope.

b. Conduct a progress meeting at the District’s Palatka Headquarters during the second week of March 2013. This meeting will include all Consultant and appropriate District staff that will be involved in the project. The purpose of the meeting will be to review the project status.

c. When the Consultant is on-site at the District, the District will provide the Consultant’s staff with reasonable workspace, desks, chairs, access to telephone lines, wireless Internet access, photocopying facilities, and fax machines to be used for District business. The District will
provide the Consultant with access to existing infrastructure and personnel as needed to complete the evaluation and assessment.

d. Prepare a written draft report of findings and recommendations for review and comment by the appropriate District staff and incorporate appropriate comments into the final report. The report will be meaningful to non-risk management professionals and will address each item in the Scope (Item III). The report will contain an executive summary and will be delivered in an editable electronic format that can be reproduced by the District, in whole or in part, as needed.

e. Provide an oral presentation of the final report to the District’s Governing Board, if requested, as part of a Governing Board meeting. The intent of this presentation is to ensure that there is a clear understanding of the findings of the analysis and to respond to questions from the Governing Board.

NOTE: With the exception of site visits to District properties, all meetings will be held at the District’s Headquarters in Palatka, Florida.

VI. PERFORMANCE SCHEDULE

The Consultant should be available and able to commence work upon execution of the contract (approximately February 1, 2013). The target date for the presentation of the final written report is the July 9, 2013, Governing Board meeting. However, a preliminary presentation to the Executive Director, Human Resources Director, and other staff at District’s Palatka office by no later than June 13, 2013.

The following schedule is a list of key milestone dates. The successful Respondent will be responsible to perform interim steps necessary to complete the tasks by the completion dates indicated.

<table>
<thead>
<tr>
<th>Completion Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 17, 2013</td>
<td>Task 1 – Identification, review, evaluation, and report on the District’s risk management program</td>
</tr>
<tr>
<td>August 13, 2013</td>
<td>Task 2 – Provide A final report, including an oral presentation summarizing the findings</td>
</tr>
<tr>
<td>May 1, 2014</td>
<td>Task 3a – Prepare, draft and provide a formal procurement document (includes posting online at DemandStar.com by the District)</td>
</tr>
<tr>
<td>June 19, 2014</td>
<td>Task 3b – Review and analyze proposals</td>
</tr>
<tr>
<td>July 10, 2014</td>
<td>Task 3c – Assist with respondent negotiations and recommendation to the Governing Board</td>
</tr>
<tr>
<td>August 12, 2014</td>
<td>Attend Governing Meeting</td>
</tr>
</tbody>
</table>

VII. PROJECT BUDGET

The District has not established a budget for this project.

The Consultant shall provide a cost breakdown by task with its Proposal and include all travel costs associated with completing the Work.
ATTACHMENT B — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which shall be considered primary coverage, with any District insurance considered excess coverage. Consultant shall not commence the Work until it has provided Certificates of Insurance to the District documenting such coverage. The “St. Johns River Water Management District” shall be shown as an additional insured under all required policies, except workers’ compensation and auto liability. The insurance certificate shall include an endorsement requiring ten days prior written notice to the District before any change or cancellation is effective. Any deductibles or self-insured retentions greater than $100,000 must be declared to and approved by the District. Consultant is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers’ Compensation Insurance.** Workers’ compensation and employer’s liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If an exemption from workers’ compensation is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers’ Compensation, shall be submitted to the District.

(b) **General Liability.** Commercial General Liability Insurance on an “Occurrence Basis,” with limits of liability not less than $500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, (4) broad form property damage. Extensions shall be added or exclusions deleted to provide the necessary coverage. “Claims made” coverage will be accepted only after verification that “occurrence” coverage is not available.

(c) **Automobile Liability.** $100,000/$300,000/$50,000 limits per accident for bodily injury and property damage.
ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: Frank Hancock, Project Manager

CONTRACT NUMBER: 27502

CONTRACT TITLE: Risk Management Assessment

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Consultant’s approval: (choose one of the items below):

Approved: ________________________________ Date: ________________

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: ________________________________ Date: ________________

(Consultant agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: ________________________________ Date: ________________

Frank Hancock, District Project Manager

Acknowledged: ________________________________ Date: ________________

Alan Weaver, District Sr. Contracts Administrator

c: Contract
   Financial Services
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PUBLIC RISK INSURANCE AGENCY

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An Introduction to Your Service Team
Preferred Governmental Insurance Trust
Preferred Board of Trustees and Risk Advisory Members
Claims Services & Safety and Risk Management Services

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General Liability 3
Coverage Extensions

Public Officials & Employment Practices Liability 4

Automobile Liability & Physical Damage 5

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Carrier Financial Status
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Acceptance of Proposal – Signed Premium Recapitulation Page
Acknowledgement of Non-Admitted Carrier
Drug Free and Safety Applications
Signed UM form
Signed PGIT Signature Page
Verification of expenditures for pesticide and herbicide application and controlled burns
Signed Pollution TRIA Form

EXHIBIT 1 - DISTRICT INSURANCE INFORMATION

RFP 27502

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5. Policy Issuance
   - Public Risk Underwriters, Lake Mary, Florida
   - Navrisk Management System
   - Integrates interlocal agreement to participate with NCCI rules and regulations

6. Auditing
   - Public Risk Underwriters, Lake Mary, Florida
   - Quarterly self audits for Workers’ Compensation

7. Claims
   - Contractually provided for Preferred by Preferred Governmental Claims Solutions located in Lake Mary, Florida
   - Toll free Workers’ Compensation first notice of injury reporting line (866) 683-7710
   - Toll free Workers’ Compensation claims servicing line (800) 237-6617
   - Toll free Property & Casualty claims servicing line (800) 237-6617
   - Online access to Claims data for clients

8. Accounting
   - Larry Shores, CPA, External Accountant, Shores & Company
   - Specializes in intergovernmental pools
   - Audited financial statements as required by the State of Florida

MISCELLANEOUS INSURANCE COVERAGES

To fully serve our clientele, Public Risk Insurance Agency can offer coverage for other exposures such as:

- Bonds
- Fiduciary Liability
- Primary and Excess Flood
- Workers’ Compensation
- Environmental Liability
- Accidental Death & Dismemberment
- Special Events
- Airport Liability
- Aboveground & Underground Petroleum Tank Liability
Preferred Governmental Claim Solutions, Inc.® (PGCS) is the premier governmental third party claims administrator in the state of Florida and also administers the claims for Preferred Governmental Insurance Trust (Preferred). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS’s adjusters are extremely qualified to handle governmental tort liability and public sector workers’ compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS’s claims administration program consists of workers’ compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers’ compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster’s claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to $10,000.00 for the arrest and conviction of persons committing workers’ compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data, and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS’s on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS’s clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.
The success of any public sector community is clearly tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Risk Control to the community. Preferred’s Safety and Risk Management Department is very aware of the valuable contribution a comprehensive risk control program makes to the bottom-line of any organization.

At Preferred, Safety consultations originate with one basic thought—Specific measures can be recommended to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control/minimize all types of accidents, injuries and illnesses to our Preferred clients’ operations and premises.

Stressing our problem solving skills…Preferred is dedicated to meeting the challenge of the complex problems facing public sector organizations…disarming these problems and converting them into factors, which work to the advantage of our clients. Our emphasis approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist.

- **Exposure Measurement and Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.

- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis and after considering alternative approaches, specific recommendations and/or a custom design Risk Control plan will be formulated.

- **Training and Safety Management Consulting** – After considering client needs specific training will be formulated and initiated to fit that need. Key personnel will be provided with the basic knowledge and skills they need to meet those identified needs. Program monitoring is accomplished through follow-up surveys with adjustments to the action plan made as needed. Specialty consulting services are available if necessary.

Preferred’s Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall risk control efforts of each client. Our management system’s direction to the problem solving approach is the foundation of our Safety and Risk Management Service.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PROPERTY – INLAND MARINE

Term: October 1, 2012 to October 1, 2013

Company: Preferred Governmental Insurance Trust (Preferred)

Limits of Liability: (Per schedule provided)

- $53,770,793 for Blanket Buildings and Contents
- $100,000 for Business Income
- $1,440,000 for Additional Expense
- $50,000 for Communication Equipment***
- $4,931,594 for Contractor’s / Mobile Equipment***
- $5,999,999 for Electronic Data Processing Equipment***
- $15,000 for Emergency Portable Service Equipment***
- $2,219,203 for Other Inland Marine
- $1,000,000 for Rented, Leased or Borrowed Equipment••
- $1,250,000 for Valuable Papers
- $770,545 for Watercraft **
- $1,000,000 for Flood Sublimit

Deductibles:

- $10,000 per Occurrence – Buildings and Contents
- 5% of TIV Per Occurrence / Per Location for “Named” Windstorm subject to minimum of $25,000 Per Occurrence Per location is defined by each itemized listing on the applicable schedule
- $10,000 any one occurrence for Flood except Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V
- $5,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of $15,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. It is limited to Specified Perils only, excluding collision with another vehicle.

+++Unscheduled items are subject to a maximum value of $250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above $250,000 must be schedule.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PROPERTY – INLAND MARINE

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all of the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR VI through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP and is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.
3. Inland Marine coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. See policy for complete details.
4. Preferred will pay for covered loss to your real property, inland marine or personal property:
   a. At the location shown on the Schedule of the Declarations,
   b. Property in the open within 1,000 feet of locations described in a. above,
   c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.

Notes of Importance:

1. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
## ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

### PROPERTY – INLAND MARINE

#### EXTENSIONS OF COVERAGE

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Receivable</td>
<td>$250,000</td>
</tr>
<tr>
<td>Animals</td>
<td>Any One Animal $1,000</td>
</tr>
<tr>
<td></td>
<td>Annual Aggregate $5,000</td>
</tr>
<tr>
<td>Debris Removal</td>
<td>$250,000</td>
</tr>
<tr>
<td>Demolition Cost, Ordinance and Increased Cost of Construction</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Errors and Omissions</td>
<td>$735,000</td>
</tr>
<tr>
<td>Expediting Expense</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fire Department Service Charge</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fungus Cleanup Expense</td>
<td>Any One Occurrence $10,000</td>
</tr>
<tr>
<td></td>
<td>Annual Aggregate $20,000</td>
</tr>
<tr>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>(maximum per tree $1,000)</td>
</tr>
<tr>
<td></td>
<td>Any One Occurrence $10,000</td>
</tr>
<tr>
<td></td>
<td>Annual Aggregate $20,000</td>
</tr>
<tr>
<td>New Locations</td>
<td>$2,000,000**</td>
</tr>
<tr>
<td>Personal Property of Employees</td>
<td>Per Employee $25,000</td>
</tr>
<tr>
<td></td>
<td>Per Occurrence $50,000</td>
</tr>
<tr>
<td>Pollution Cleanup Expense</td>
<td>Per Occurrence $25,000</td>
</tr>
<tr>
<td></td>
<td>Annual Aggregate $50,000</td>
</tr>
<tr>
<td>Preservation of Property</td>
<td>$250,000</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$10,000</td>
</tr>
<tr>
<td>Recertification</td>
<td>$10,000</td>
</tr>
<tr>
<td>Service Interruption Coverage</td>
<td>$100,000</td>
</tr>
<tr>
<td>Transit</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

**Subject to 60 day reporting period – property newly constructed by the covered party during the coverage agreement period is subject to additional limitations. See policy for complete details.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PROPERTY – INLAND MARINE
MAJOR EXCLUSIONS

Property Not Covered, but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any over the road coverage, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.

Excluded Risks of Direct Physical Loss, but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Date Recognition Exclusion
4. Asbestos
5. Pollution, except as provided under “Extensions of Coverage”
6. Building ordinance enforcement or Government action
7. Nuclear reaction
8. Utility failure
9. Fungus, except as provided under “Extensions of Coverage”
10. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
11. Earth movement, whether sudden or gradual

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
## ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

### EQUIPMENT BREAKDOWN

**Covered Equipment:**
Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

**Coverages:**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Breakdown Limit</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>Water Damage</td>
<td>$500,000</td>
</tr>
<tr>
<td>Ammonia Contamination</td>
<td>$500,000</td>
</tr>
<tr>
<td>Hazardous Substance Coverage</td>
<td>$500,000</td>
</tr>
<tr>
<td>Utility Interruption</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Spoilage Damage</td>
<td>$250,000</td>
</tr>
<tr>
<td>Ordinance or Law</td>
<td>$500,000</td>
</tr>
<tr>
<td>Expediting Expenses</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Deductibles:**
Same as Property - Building and Contents
24 Hours - Utility Interruption

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

GENERAL LIABILITY

Term: October 1, 2012 to October 1, 2013

Company: Preferred Governmental Insurance Trust (Preferred)

Form: Occurrence

Limits of Liability:

General Liability

- Bodily Injury and Property Damage: $7,000,000 per Occurrence
- Personal Injury and Advertising Injury: Included per Person or Organization
- Products / Completed Operation Aggregate: N/A
- Fire Damage: Included
- General Aggregate: N/A

Employee Benefits Liability: $7,000,000 per Occurrence

Deductible: $0 per Occurrence

Coverage:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to $2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Additional Covered Party
9. Failure To Supply Water
10. Principle of Eminent Domain Including Inverse Condemnation, claims brought under the "Bert J. Harris, Jr., Private Property Rights Protection Act" $100,000 Per Occurrence/Annual Aggregate
11. Herbicide and Pesticide Sublimit of $1,000,000 or GL Limit, whichever is less.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
GENERAL LIABILITY

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event that an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Nuclear
- Professional Health Care Services, but not including emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY

Term: October 1, 2012 to October 1, 2013

Company: Preferred Governmental Insurance Trust (Preferred)

Form: Claims Made – Duty to Defend

Coverage: Pays damages the insured becomes legally obligated to pay because of a “wrongful act” arising out of the discharge of duties

Limits of Liability:
- Public Officials Liability: $7,000,000 per Claim, $7,000,000 Annual Aggregate
- Employment Practices Liability: $7,000,000 per Claim, $7,000,000 Annual Aggregate
- Media Content Services, Network Security & Privacy Liability: $100,000 each claim, $100,000 Aggregate for all Notification Costs, $100,000 Aggregate for all Regulatory Fines & Expenses

THIS COVERAGE ONLY APPLIES TO CLAIMS MADE POLICIES

Deductibles:
- Public Officials Liability: $10,000 per Claim
- Employment Practices Liability: $10,000 per Claim
- Media Content, Services, Network Security & Privacy Liability: Same as Public Officials Liability Deductible

Supplementary Payments:
1. Employee pre-termination legal consultation services - $2,500 per employee/$5,000 aggregate.
2. Non-Monetary claims defense costs subject to a $100,000 aggregate limit and the terms and conditions of the policy.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY

Notes of Importance:

1. Defense costs are included in the policy limit. The trust appoints counsel.
2. Deductible applies towards damages, "claims expense" and supplemental payments.
3. Full prior acts.
4. Broadened definition of "Who is an Insured."
5. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
# AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

**Term:**
October 1, 2012 to October 1, 2013

**Company:**
Preferred Governmental Insurance Trust *(Preferred)*

### Limits of Liability:
*(Based on 393 Vehicles)*

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Bodily Injury and Property Damage Liability – Combined</td>
<td>$7,000,000 Any One Accident – Symbol 1</td>
</tr>
<tr>
<td>Personal Injury Protection</td>
<td>$10,000 – Statutory – Symbol 5</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>Rejected</td>
</tr>
<tr>
<td>Uninsured Motorist</td>
<td>Rejected</td>
</tr>
</tbody>
</table>

**Liability Deductible:**
$0 Each Accident

**Physical Damage:**
Comprehensive – 393 Vehicles, Symbol 10, 8
Collision – 393 Vehicles, Symbol 10, 8

**Physical Damage Deductible:**
- Comprehensive: $5,000 per Vehicle
- Collision: $5,000 per Vehicle

### Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Hired physical car damage is included at $35,000 maximum.
4. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

---

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

Description of Covered Auto Designation Symbols:

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ANY &quot;AUTO&quot;</td>
</tr>
<tr>
<td>2</td>
<td>ALL OWNED &quot;AUTOS&quot; ONLY. Only those &quot;autos&quot; you own and or lease (and for Liability Coverage any &quot;trailers&quot; you don't own while attached to power units you own). This also includes all those &quot;autos&quot; you acquire ownership of after the coverage agreement begins.</td>
</tr>
<tr>
<td>3</td>
<td>OWNED PRIVATE PASSENGER &quot;AUTOS&quot; ONLY. Only the private passenger &quot;autos&quot; you own. This includes those private passenger &quot;autos&quot; you acquire ownership of after the coverage agreement begins.</td>
</tr>
<tr>
<td>4</td>
<td>OWNED &quot;AUTOS&quot; OTHER THAN PRIVATE PASSENGER &quot;AUTOS&quot; ONLY. Only those &quot;autos&quot; you won that are not of the private passenger type (and for Liability Coverage any &quot;trailers&quot; you don't own while attached to power units you own). This includes those &quot;autos&quot; not of the private passenger type you acquire ownership of after the coverage agreement begins.</td>
</tr>
<tr>
<td>5</td>
<td>OWNED &quot;AUTOS&quot; SUBJECT TO NO-FAULT. Only those &quot;autos&quot; you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those &quot;autos&quot; you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.</td>
</tr>
<tr>
<td>6</td>
<td>OWNED &quot;AUTOS&quot; SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those &quot;autos&quot; you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those &quot;autos&quot; you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.</td>
</tr>
<tr>
<td>7</td>
<td>SPECIFICALLY DESCRIBED &quot;AUTOS&quot;. Only those &quot;autos&quot; described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any &quot;trailers&quot; you don't own while attached to any power unit described in ITEM THREE).</td>
</tr>
<tr>
<td>8</td>
<td>HIRED &quot;AUTOS&quot; ONLY. Only those &quot;autos&quot; you hire rent or borrow. This does not include any &quot;auto&quot; you lease, hire, rent, or borrow from any of your employees or partners or members of their households.</td>
</tr>
<tr>
<td>9</td>
<td>NONOWNED &quot;AUTOS&quot; ONLY. Only those &quot;autos&quot; you do not own, hire, rent or borrow that are used in connection with your business. This includes &quot;autos&quot; owned by your employees or partners or members of their households but only while used in your business or your personal affairs.</td>
</tr>
<tr>
<td>10</td>
<td>Per Symbol 2, Except (a) Coverage only applies to vehicles valued $5,001 or more. b) &quot;Agreed Value&quot; applies to all vehicles valued $100,001 or more.</td>
</tr>
</tbody>
</table>

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

WORKERS’ COMPENSATION
GUARANTEED COST

Term: October 1, 2012 to October 1, 2013

Insurer: Preferred Governmental Insurance Trust (Preferred)

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Description of Class Code</th>
<th>Estimated Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>0251</td>
<td>Irrigation works &amp; Drivers</td>
<td>3,235,991</td>
</tr>
<tr>
<td>4511</td>
<td>Analytical Chemist</td>
<td>4,456,546</td>
</tr>
<tr>
<td>8601</td>
<td>Architect or Engineer</td>
<td>12,629,864</td>
</tr>
<tr>
<td>8810</td>
<td>Clerical</td>
<td>15,776,424</td>
</tr>
<tr>
<td>8820</td>
<td>Attorney – All Empl &amp; Clerical</td>
<td>1,201,741</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>37,300,566</td>
</tr>
</tbody>
</table>

Estimated Manual Premium: $375,535
Estimated Discounted Premium: $219,025

Notes of Importance:

1. The “Estimated Discounted Premium” includes all applicable credits including safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer’s Limit of Liability is $1,000,000/$1,000,000/$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements. Final premium subject to payroll audit.
4. The expense constant charge has been included.
5. Payment terms are 25% down and 9 installments.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ENVIRONMENTAL INSURANCE

Term: October 1, 2012 to October 1, 2013

Company: Endurance American Specialty Insurance Company
(Rated A XV by A.M. Best)

Limits of Liability:
- Damages: $1,000,000 per Occurrence or Claim
- Damages General Annual Aggregate: $2,000,000
- Claims Expense: $1,000,000 per Claim
- Claims Expense Annual Aggregate: $2,000,000

Retention: $5,000 per Pollution Condition

Retroactive Date: 02/11/1998

Notes of Importance:
1. Covered sites are all locations listed on the Statement of Values provided to Hudson Specialty and not excluded by the policy wording.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. Automatic 60 day extended reporting period included.
4. Additional 36 month optional extended reporting period can be purchased for 175% of the annual policy premium.
5. Material misrepresentation by the insured voids this policy.
6. No flat cancellation – policy is subject to a 25% minimum earned premium.
7. This insurance is issued pursuant to the Florida Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
8. Premium is not subject to audit.

Requirements that must be met PRIOR to binding:

1. Must have completed and signed Terrorism Disclosure Notice

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ELECTRICAL CONTRACTORS BOND

One Year Term: September 30, 2012 to September 30, 2013

Company: Travelers Casualty & Surety Co.
(A.M. Best rated A+ XIV)

Bond Type: Electrical Contractors Bond

Obligee: Lake County BOCC

Bond Limit: $5,000

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

FIDUCIARY LIABILITY

Term: October 1, 2012 to October 1, 2013

Company: Travelers Casualty & Surety Co. (Rated A+ XIV by A.M. Best)

Limits of Liability: $1,000,000 Each Claim
                 $1,000,000 Annual Aggregate

Deductible: $5,000

Notes of Importance:

1. Defense costs are within the policy limit.
2. This is a claims made policy.
3. A 12 month Extended reporting period option is available for a cost of 100% of the annual premium.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

CRIME

Term: October 1, 2012 to October 1, 2013

Company: Fidelity & Deposit Insurance Company
(Rated A+ XV by A.M. Best)

Limits of Liability and Coverage:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Dishonesty</td>
<td>$1,000,000 per Loss</td>
<td>$15,000</td>
</tr>
<tr>
<td>Theft, Disappearance, and Destruction</td>
<td>$250,000 per Loss</td>
<td>$2,500</td>
</tr>
<tr>
<td>Inside Premises</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forgery or Alteration</td>
<td>$100,000 per Loss</td>
<td>$2,500</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$1,000,000 per Loss</td>
<td>$15,000</td>
</tr>
<tr>
<td>Funds Transfer Fraud</td>
<td>$1,000,000 per Loss</td>
<td>$15,000</td>
</tr>
<tr>
<td>Money Orders and Counterfeit Paper</td>
<td>$1,000,000 per Loss</td>
<td>$15,000</td>
</tr>
<tr>
<td>Currency</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.
2. Includes Faithful Performance.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.
## ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

## PREMIUM RECAPITULATION

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Annual Premium</th>
<th>Check Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property / Inland Marine / Equipment Breakdown</td>
<td>$254,561.00</td>
<td>✓</td>
</tr>
<tr>
<td>General Liability</td>
<td>$ 70,506.00</td>
<td>✓</td>
</tr>
<tr>
<td>Public Officials / Employment Practices Liability</td>
<td>$106,213.00</td>
<td>✓</td>
</tr>
<tr>
<td>Automobile Liability &amp; Physical Damage</td>
<td>$ 97,035.00</td>
<td>✓</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>$219,025.00</td>
<td>✓</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>$ 5,065.00</td>
<td>✓</td>
</tr>
<tr>
<td>Terrorism (Optional)</td>
<td>$ 250.00</td>
<td></td>
</tr>
<tr>
<td>Electrical Contractor’s Bond</td>
<td>$ 101.30</td>
<td>✓</td>
</tr>
<tr>
<td>Fiduciary Liability</td>
<td>$ 5,191.79</td>
<td>✓</td>
</tr>
<tr>
<td>Crime / Employee Dishonesty</td>
<td>$ 4,547.35</td>
<td>✓</td>
</tr>
</tbody>
</table>

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

FOR Hans C. Tanzler III, Executive Director
(Name & Title)

(Date)

Approved as to form and legality

Assistant General Counsel
SJRWMD
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

St. Johns River Water Management District
Named Insured

[Signature]
9/26/12
Mans G. Tansler, Executive Director
Signature of Insured’s Authorized Representative

Endurance American Specialty Insurance Carrier
Name of Excess and Surplus Lines Carrier

Pollution
Type of Insurance

10/1/2012
Effective Date of Coverage

[Signature]
Assistant General Counsel
SJRWMD
YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☐ a. I hereby reject Uninsured Motorist coverage.
☐b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
   each person (enter limit if applicable):
   each accident.

☐ c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else’s vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party’s household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signed ________________________________
(Covered Party) Hans G. Tanzler III
Executive Director

Signed ________________________________
(Covered Party) Date: 9/26/12

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information regarding the Coverage Agreements, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
Covered Party: St. Johns River Water Management District
Agreement Number: PK FL1 0544902 12-11
Coverage Period: From: 10/01/2012 to 10/01/2013

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

- Property TIV: $53,770,793 Buildings & Contents Combined
  - $50,000 Communication Equipment
  - $4,931,594 Contractor's / Mobile Equipment
  - $5,899,999 Electronic Data Processing Equipment
  - $15,000 Emergency Services Portable Equipment
  - Not Included Fine Arts
  - $2,219,203 Other Inland Marine
  - $1,000,000 Rented, Borrowed, Leased Equipment
  - $1,250,000 Valuable Papers
  - $770,545 Watercraft

- Inland Marine

- I reject property TRIA (Terrorism Risk Insurance Act) coverage

- Automobile: 393 # of Units - Auto Liability
  - 393 # of Units - Comprehensive
  - 393 # of Units - Collision

- I hereby confirm that I have received a copy of PGIT's Current Interlocal Agreement (which was last amended October 1, 2004)

- N/A I confirm having read and agreed to the terms as laid out in the attached PGIT Participation Agreement (which also requires a signature)

Please remember that a signed copy of the following are also required:
- First Page of PGIT application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

Signature

Executive Director
Title
Date

Approved as to form and legality
Assistant General Counsel
SJR-WMD

Please note: Failure to return this signature page could result in cancellation of coverage.
NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: St. Johns River Water Management District

Date Program Implemented: January 27, 1992

Testing:
Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:
- Job applicant
- Routine fitness for duty
- Reasonable suspicion
- Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:
- Copy to all employees prior to testing
- Posted on employer's premises
- Copy to job applicants prior to testing
- General notice given 60 days prior to testing
- Show notice of drug testing on vacancy announcements
- Copies available in personnel office or other suitable locations

Education:
- Resource file on providers
- Employee Assistance Program
- Education

Name of Medical Review Officer: Dr. Juan F. Garcia, M.D.

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory:

Quest Diagnostics

B. Phone Number: (904) 781-8607
C. Address: 1718 North Edgewood Avenue, Jacksonville, FL 32254

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

St. Johns River Water Mgmt District

*Application must be signed by an officer or owner.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM.

Notary Public's Signature: Yandra & Bestram

Date: 9/26/2012

Expiration of Certification: Jan. 29, 2014

[Stamp]
Assistant General Counsel
CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name:  St. Johns River Water Management District

Name of Contact Person:  Frank M. Hancock, Jr.             Telephone #:  (386) 329-4249

Policy #:  WC3FL105449020  12/13  Effective Date of Policy:  October 1, 2012

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1) Written safety policy and safety rules
2) Safety inspections
3) Preventive maintenance
4) Safety training
5) First aid
6) Accident investigation
7) Necessary record keeping

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any false, incomplete, or misleading information. I attest to the accuracy of the information submitted. I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

I am aware that any person who submits an application that contains false, misleading, or incomplete information provided with the purpose of avoiding or reducing the amount of premiums for workers' compensation coverage is a felony of the second degree, punishable as provided in Sections 775.082, 775.083 or 775.084 Florida Statutes, or as otherwise punishable as provided under the law.

State of Florida
County of Autauga

Sworn to, or affirmed, and subscribed before me this 26th day of September, 2012, by

[Signature]

Hans G. Tanzler III
Executive Director

(Print Name and Title)

[Signature of Notary]

Sandra L. Bertram
Commission # DD 830868
Expires January 29, 2014

Form SAFETY 09-3

September 17, 2012

St. Johns River Water Mgmt Dist
Po Box 1429
Palatka, FL 32178-1429

IMPORTANT RENEWAL NOTICE

Re: Chartis TankGuard® Program
Insured: St. Johns River Water Mgmt Dist
Policy Number: FPL007508630
Expiration Date: 1/01/13

Dear Insured,

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Risk Management Associates Inc DBA
Public Risk Insurance Agency
PO Box 2416
Daytona Beach, FL 32115-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not received the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions.
In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,

Carolina El Hayek
Account Executive
celhayek@policymanagers.com

cc: William P. Dawson
Risk Management Associates Inc DBA
Public Risk Insurance Agency
PO Box 2416
Daytona Beach, FL 32115-
The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREBUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

( ) $1 million/$1 million  ( ) $1 million/$2 million  ( ) $2 million/$2 million  ( ) OTHER:__________

DEDUCTIBLE DESIRED: (each incident)

( ) $5,000  ( ) $10,000  ( ) $25,000  ( ) $50,000  ( ) $100,000

For Deductibles above $50,000, please include your most current audited financial statement.
Renewal Warranty Acknowledgement

APPLICANT: St. Johns River Water Mgmt Dist
Hans G. Tanzler III, Executive Director

BROKER: Risk Management Associates Inc DBA Public Risk Insurance Agency
PO Box 2416
Daytona Beach, FL 32115

Please note that if you are planning on adding either additional tanks or locations to this policy, the company requires that we first receive a fully complete renewal application within thirty (30) days of the policy expiration date. Please visit our website www.policymanagers.com to download the application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, Commits A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES
INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMENTS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMENTS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMENTS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE AND VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY, PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.