

Request for Proposals



School District of Bay County, Florida
Purchasing & Contracting Department
1150 West 17th Street
Panama City, FL 32405

RFP NO. 19-09

RFP TITLE: Employee Benefits Enrollment System

PURCHASING & CONTRACTING CONTACT

Mr. Dan Fuller, (850) 767-4209

OPENING DATE

June 6, 2019, at 2:00PM CT

DELIVER TO:

THE SCHOOL DISTRICT OF BAY COUNTY
PURCHASING & CONTRACTING DEPARTMENT
1150 WEST 17TH STREET
PANAMA CITY, FL 32405

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO: RFP #19-09

RFP TITLE: Employee Benefits Enrollment System

DUE DATE / TIME: June 6, 2019, at 2:00 PM CT

SUBMITTED BY: _____
NAME OF FIRM

CONTACT: _____

Table of Contents

<u>Topic</u>	<u>Section Number</u>	<u>Page Number</u>
Table of contents		3
Proposal acknowledgement form		4
Notice of proposal	1	5
Instructions to proposer	2	6
General conditions	3	7
Evaluation and award	4	15
Proposal submission	5	16
Scope of services	6	16
Attachments	7	21
A. Public Entity Crimes Certification form		22
B. Drug free Workplace Certification form		24
C. Conflict of Interest Disclosure form		25
D. Debarment and Suspension Form		26

**SCHOOL BOARD OF BAY COUNTY FLORIDA
PURCHASING & CONTRACTING DEPARTMENT**

Sealed proposals will be received at:

Bay District Schools – Purchasing Department
1150 West 17th Street
Panama City, FL 32405 until:
June 6, 2019, at 2:00 PM CT

Oral, telephonic (facsimile, telex), electronic (e-mail) or telegraphic proposals are invalid and will not receive consideration. Proposals **POSITIVELY** will not be considered after the time above.

Proposals may not be withdrawn for a period of sixty (60) days from the date of the opening.
NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN BY TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR A MAILED COPY OF THE TABULATION. TABULATIONS ARE ALSO POSTED ON THE VENDORREGISTRY.COM AND PURCHASING WEBSITE AT WWW.BAY.K12.FL.US/BIDS.

PROPOSAL ACKNOWLEDGEMENT FORM

COMPANY

MAILING ADDRESS

CITY – STATE – ZIP CODE

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

BY: _____
NAME – PLEASE PRINT

SIGNATURE OF AUTHORIZED VENDOR REPRESENTATIVE

NOTE: THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED ON THE ABOVE LINE BY AUTHORIZED VENDOR REPRESENTATIVE & RETURNED WITH PROPOSAL.

SECTION 1 - NOTICE OF PROPOSAL

1.1 This Request for Proposal (RFP) is for the purpose of obtaining responses from qualified firms to provide **Benefits Administration/Employee Online Enrollment** in accordance with the terms, conditions, and specifications of this RFP.

The School District of Bay County (District) is the public school system for Bay County, Florida, with its main office in Panama City. The District employs approximately 3500 active employees and retirees, and 25,000 students. The awarded vendor will provide Benefits Administration and Employee Online Enrollment system in some combination of medical, dental, vision, life, voluntary life and disability coverage. Members enjoy an extensive health risk management/wellness program, sponsored flexible spending account/pre- tax programs, COBRA and retiree administration, and related services. The benefits year begins in January each year. See Section 6.

It is the intention to engage a contract that overlaps approximately two (2) months with current enrollment system to ensure smooth transition and testing prior to open enrollment date of November 1, 2019. Anticipate contract start August 15, 2019.

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP.

Proposals shall be submitted no later than 2:00 PM Central Time on June 6, 2019 to the following address:

Bay District Schools
Purchasing & Contracting Office
1150 West 17th Street
Panama City, FL 32405-3789

Responses will be publicly opened on June 6, 2019 and proposers will be announced. The public opening will acknowledge receipt of the proposals only; details concerning offering or pricing will not be announced. The responses will then be evaluated per the criteria specified in this RFP. It is anticipated the award will be recommended to the School Board for approval on or about July 16, 2019.

1.3 Questions

For information concerning procedures for responding to this request for proposal or information concerning the scope of services and or requirements, contact only Mr. Dan Fuller, GM for Purchasing, Contracting, & Materials Management, School District of Bay County, Purchasing & Contracting Department, 1150 West 17th Street, Panama City, FL 32405-3789, phone: 850-767-4209; fax: 850-872-7752; email: fulled@bay.k12.fl.us. Such contact is to be for clarification purposes only.

During the period from the issue date of the RFP through the date of award approval by the Board, proposers should limit contact with the District to Mr. Fuller. Contacting other District employees or School Board Members could result in rejection of proposal.

School Board Policy, Chapter 6, Section IV, paragraph H: Lobbying School Board members or District personnel may result in rejection/disqualification of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board

member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, conditions, or specifications will not be considered as “lobbying”.

1.4 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications or corrections will be issued in writing prior to the opening of proposals.

Addenda will be posted on the Purchasing & Contracting Department website and VendorRegistry.com at <http://www.bay.k12.fl.us/bids>. Proposer, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the RFP, made or given prior to the bid award. The Proposer is responsible for verifying they have received all RFP Addenda.

1.5 Timeline

The District intends to use the following schedule for proposal processing:

RFP publication date	May 3, 2019
Questions due to Purchasing	May 16, 2019
Publication of Addenda	On or before May 23, 2019
Proposals due no later than 2pm CT	June 6, 2019 2pm CT
Evaluation by committee, Proposer Interviews/Demonstrations	June 7 – 30, 2019
DISTRICT CLOSED	July 1-5, 2019 No business conducted.
Award recommendation to Board	on or about July 11, 2019
Board Approval Date	on or about July 16, 2019 1pm CT

SECTION 2.0 - INSTRUCTIONS TO PROPOSER

2.1 All proposals must be received in the District Purchasing Office, 1150 West 17th Street, Panama City, FL 32405 no later than 2:00 PM CT, on June 6, 2019. It is the sole responsibility of the proposer to assure that their proposal is so delivered.

2.2 Any proposal received after the stated time and date will not be considered and will be returned unopened to the proposer(s).

2.3 One manually signed original and five (5) photocopies, and one copy in electronic format on CD, or, USB drive, of the proposal must be sealed in one package and clearly labeled “**Employee Benefits Enrollment System, RFP No. 19-09, due at 2:00pm CT, June 6, 2019**” on the outside of the package. Use the label provided on page 2 to mark the proposal package. The Proposal Acknowledgement Form, and all certifications contained herein must be signed and submitted with the proposal. The legal name,

address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.

2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer.

2.5 Any corrections of unit prices must be initialed.

2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer is required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline;
- The proposal was not signed by an authorized representative of the vendor;
- The proposal was incomplete or contained significant inconsistencies or inaccuracies,
- The proposal did not contain properly executed required documents and certifications;
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP.

2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

SECTION 3 - GENERAL CONDITIONS

3.1 Errors or Omissions

If the District determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the District may provide the vendor an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The District reserves the right to seek clarification from a vendor of any information contained in the proposal.

3.2 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

3.3 Specifications and Conditions

By submitting a response to this RFP, vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of

such specifications. Vendors further agree to deliver product and services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

3.4 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing prior to the date and time of opening. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor. If a request for modification is not received, a vendor shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

3.5 Prohibition of Gratuities

By submission of a proposal, a Vendor certifies that no employee of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

3.6 Vendor Research

The District reserves the right to research any vendor submitting a proposal in response to this RFP to ensure the vendor's ability to perform the services as specified.

3.7 Conditions for Acceptance

Vendors must submit a proposal meeting the requirements of the RFP to include the required attachments and certifications (including, but not limited to: Proposal Acknowledgement Form, Public Entity Crime certification form, Drug Free Workplace certification form, Conflict of Interest Disclosure, Federal Debarment Certification form, and insurance forms) signed by the authorized official. Proposals must be received by the specified date and time and be in the format specified to be considered.

3.8 Protest of the RFP

Request for Proposal specifications are posted on the date noted on the cover sheet. Proposal tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. RFP issue date is **XXXXXX, 2019**. Posting of award recommendation will be on or about **July 16, 2019**.

3.9 Indemnification

The contractor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with contractor's performance under the contract. The contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees

3.10 Confidentiality

Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and

confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District.

Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials.

3.11 Public Entity Crimes Certification

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entities, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Proposer shall execute the attached form, **Attachment A**.

3.12 Drug Free Workplace Certification

In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. Proposer shall execute the attached form, **Attachment B**.

3.13 Conflict of Interest Disclosure

Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of the District School Board of Bay County, Florida. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, **Attachment C**.

3.14 Debarment/Suspension Form

Any/all Contractors receiving awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Reference; Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, amended, and 38 USC 4212 – The Vietnam Era Veterans’ Readjustment Assistance Act of 1974. Contractor shall execute and fully complete; **Attachment-D**: Debarment Form and submit with proposal.

3.15 Insurance Requirements

Within 14-days of notice of award and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverage’s are in force. Policies shall remain in force for the duration of the contract period. Any deductibles are subject to final approval by the District.

Worker’s Compensation – Workers’ Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers’ Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee.

- **Business Auto Policy** – Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form. Additionally, shall maintain Florida Motor Vehicle No Fault Personal Injury Protection (PIP), including Medical Payments coverage.
- **Commercial General Liability** – Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$5,000,000 per claim, \$5,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
- **Professional Liability** – The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. Any deductible, or Self-Insured Retention (SIR) is subject to District approval, the District reserves the right, but not the obligation, to review and request a copy of Contractors most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, contractor shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

- **Public Liability Insurance** – Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$1,000,000 aggregate.
- **Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the School Board of Bay County, Florida, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read School District of Bay County, political subdivision of the State of Florida, its officers, employees and agents. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.
- **Waiver of Subrogation** – Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.
- **Certificate(s) of Insurance** – Immediately following notification of the award of this Agreement, Contractor shall agree to deliver to the District a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage’s required by this bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (15) day endeavor to notify due to cancellation or non-renewal of coverage.
- **Umbrella or Excess Liability** – Consultant may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for Commercial General Liability, Business Auto Liability, or Employer’s Liability. When required by the insurer, or when Umbrella or Excess Liability is written on ‘Non-Follow Form,” the District shall be endorsed as an “Additional Insured.”
- **Right to Review** – District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.
- **Subcontractors** – It shall be the responsibility of the Consultant to insure that all subcontractors comply with the same insurance requirements referenced above.

3.16 Security

Fingerprinting And Background Check: The Contractor shall comply with all requirements of **Florida Statutes # 1012.465, "Jessica Lunsford Act"** and the District's mandatory requirement, certifying any and All employees who will be on any District properties shall complete this background screening as required by statutes and the District, prior to and in advance of providing any services specified herein. The Contractor shall bear all cost of acquiring the required background screening and fees imposed by the Florida Department of Law Enforcement and the Bay District Schools, Safety and Security Department, with respect to the Contractor and its employees. The Contractor will follow procedures for obtaining employees background screening as established by the Bay District Safety and Security Department.

Where: Bay District Schools
1140 West 17th Street
Panama City FL 32405

When: Monday-Friday 7:00-4:00

Point of Contact: Kathy Williams @ 850-767-4347

Firearms & Weapons: The possession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.001 and 790.115.

Unauthorized Personnel: At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

3.17 Local Preference in Purchasing

Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, shall be as follows:

Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within five percent (5%) of the overall lowest, non-local price.

Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within three percent (3%) of the overall lowest, non-local price.

Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:

- Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).

- A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
- Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

Certification. Any vendor claiming to be a Local Business as defined herein shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business. Local Business definition, for the purposes of this section, "Local Business" shall mean:

- Has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) month's immediately prior to the issuance of the request for competitive bids or request for proposal by the District
- Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

If Applicable, Proposer shall execute preference on the bid form:

3.18 Scrutinized Companies

By submitting a proposal, your company is certifying that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. See Florida Statute 287.135 for further detail and explanation. If your company cannot certify to these representations, but chooses to submit a proposal, it must include a statement covering all of the following items, as applicable: an explanation as to why it cannot certify to these representations; an explanation as to why the company believes it meets the requirements of Florida Statute 287.135(4)(a)1.; and a description of its business operations in Cuba or Syria with an explanation as to why the company believes it meets the requirements of Florida Statute 287.135(4)(a)2.

3.19 Rights/Waiver

School Board of Bay County reserves the right to waive formalities and to reject any and all bids or to accept any bid or combination of bids deemed to be in the Board's best interest and the decision of the Board will be final.

3.20 Cancellation/Termination/Funding Out

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said

contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

The awardee will have the option to terminate the contract upon written notice to the GM of Purchasing, Contracting and Materials Management. Such notice must be received at least 120 days prior to the effective date of termination. Cancellation of contract by awardee may result in removal from bidders/proposer list.

Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein”.

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

3.21 Contract/Renewal/Term

The term of this contract shall be from **August 15, 2019 to August 15, 2020** and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, the District shall provide written notification stating any and all items of noncompliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the District, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the District for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant. In addition to the above, the District may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

3.22 Applicability

This contract may be expanded to include other governmental agencies. Contractor(s) may agree to allow other District sites as well as other public agencies, (city/county/federal agencies) the same service at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

SECTION 4.0 - EVALUATION AND AWARD

4.1 All proposals received by the submission deadline will be reviewed by the Purchasing Department for responsiveness. Responsive proposals, those conforming in all material respects to the solicitation from responsible proposers, firms capable to fully perform contract requirements, will be forwarded to an evaluation committee for review.

A committee will evaluate and rank proposals. Representatives of the district will evaluate proposals in order to ascertain which proposal best meets the need of the district. Evaluation considerations as outlined below.

The District may award to the best initial proposal without further discussion or negotiation; negotiate with the highest ranked proposer; or, allow any number of proposers to make oral presentations. Proposers are advised to provide their best offer with the initial proposal.

The proposal deemed to be most advantageous to the District will be selected. The District reserves the right to negotiate out any unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. The District reserves the right to further negotiate any proposal, including price with the highest rated proposer. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

The District reserves the right to reject all proposals and make no award.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate proposals.

4.2 EVALUATION

Any Contract resulting from this RFP shall be awarded to that responsible and responsive firm whose Proposal represents the best overall value to the District. Proposals shall be evaluated using a the following process:

- A. Demonstrated success implementing the proposed system (10 Points) Provide a narrative illustrating your company's qualifications and experience. The focus should be on recent experiences within the last two (2) years that is relevant to the scope of work outlined in this RFP.
- B. Company Background (10 Points) Provide a brief company biography.
 1. Years in business
 2. Number of employees
 3. Business focus
 4. Has your company worked with other school districts?
- C. Staffing and Project Organization (10 Points)
 1. Identify the key personnel who would be assigned to this project. Include resumes for those who will have direct involvement.
 2. Describe the implementation team and include a description of the role each member will play. Include a simple organizational chart.
 3. Describe the day-to-day service team.

4. Provide projected implementation timeline.

D. Client List / References (10 Points) Provide a list of at least three (3) clients/references (educational/institutional preferred) for which you have or currently provide similar services to those proposed in this RFP. Include the name, address, contact name, phone number, and email address. These references will be contacted by the District.

E. Responses to the Scope of Services in Section 6 (30 Points)

F. System Reports (10 Points) Provide several report samples and a listing of all available reports

G. Cost (20 Points) Provide total cost for providing service in a detailed format. Breakdown should reflect any implementation costs, set up fees, travel & training, initial or annual fees, cost per subscriber per month, and any file transmission fees that may be applicable. Provide a complete fee schedule if any miscellaneous costs may be applicable.

The District reserves the right to negotiate modifications with any proposer as necessary to serve the best interest of the District. In formalizing an agreement, the District will reserve the right to restate and/or renegotiate with the selected proposer pricing additions, deletions, changes, or clarifications of the provisions of this agreement as may be necessitated by law or circumstance.

SECTION 5 - PROPOSAL SUBMISSION

5.1 The original and five (5) copies of each proposal, plus one copy in electronic format on a CD, or, USB drive, must be sealed in one package, and be delivered to the School District of Bay County Purchasing Office, 1150 West 17th Street, Panama City, FL 32405-3789, by 2:00PM CT, **June 6, 2019**. The package is to be clearly labeled "**Employee Benefits Enrollment Services, RFP No. 19-09 due at 2:00 PM CT, June 6, 2019.**" Use the label provided on page 2 to mark the outside of the proposal package. Hard copies are to be submitted in 8.5" X 11" three-ring binders tabbed as indicated.

5.2 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below:

- a. Title Page
- b. Table of contents
- c. Signed Proposal Acknowledgement Form
- d. Required form attachments/declarations.
- e. Prepared response in the manner outlined to address all items in the Scope of Services:

SECTION 6 - SCOPE OF SERVICES & SPECIFICATIONS

6.1 Scope of Work

The School Board of Bay County Florida requests proposals for an online benefits enrollment system. Currently the School District utilizes the Benefit Connector system developed and maintained by Triune Technologies therefore online enrollment is already being utilized at this time. Benefits that are currently being offered include: Health, Dental, Vision, Board Life, Supplemental Life for Employee, Spouse and Children, Flexible Spending (medical & dependent care), Health Savings Account, Long Term Disability, and various worksite products (Accident, Cancer, Critical Illness & Short Term Disability).

The School District of Bay County Florida is looking for an online benefits enrollment system that:

- Provides an online centralized eligibility and enrollment system/database to support open enrollment, new hire enrollment, qualifying event changes, re-hires, retirements, transfers and terminations for active employees, COBRA and retirees.
- Active employees 2,691 (including those with status of Leave of Absence), Retired employees 1,915 and 14 individuals with COBRA coverage.
- Automatic reporting and ad hoc reports.
- Interfaces with the payroll system and provides eligibility (EDI) data interfaces to carriers and/or other 3rd party service providers.
- Provides ongoing service and support.
- **If an online enrollment vendor is selected through this RFP process, it is our intent to have the new system fully tested and ready for implementation in November of 2019 for the annual open enrollment period.**

Current Plans & Vendors

Health -	BlueChoice 317	Florida Blue
	BlueOptions 3900	Florida Blue
	BlueOptions 5192/5193	Florida Blue
	BlueMedicare Group PPO	Florida Blue
Dental -	High & Low Plan Options	Delta Dental
Vision -	Humana Vision 130	Humana
Board Life & Supplemental Life		MetLife
Flexible Spending		Connect Your Care
Health Savings Account		HSA Bank
Long Term Disability	90 & 180 Day Options	The Standard
Worksite Products	Accident, Cancer, Critical Illness & Short Term Disability	MetLife

Scope of Services

The following outlines the specific conditions that are being requested. Companies will be evaluated on how they comply with the Scope of Services along with other responses.

Administrative Services

	Yes	No	Additional Information
1. A dedicated and experienced client service representative, implementation and client manager, with expert support, is to be provided and required to meet in person or via phone with the Bay District School administration and benefit team staff members on a regular basis.			

2. Companies are to provide customization options which is to include logo and custom messages and links to the other resources and notices.			
3. Companies are required to provide notices and/or host the Annual and/or Special Enrollment periods that may be deemed necessary.			
4. Provide Bay District School benefit team staff members with the appropriate training necessary to operate the system. Online or onsite which ever may be required.			
5. Provide a User Guide / Instruction Manual and provide regular updates.			
6. Companies are required to provide access to online enrollment services 365 days of the year / 24 hours per day.			
7. Companies are to provide ongoing technical support for Bay District staff members, 8:00 am to 5:00 pm CST, Monday through Friday.			
8. Companies are to provide a demonstration link/site environment for review by the School Board Insurance Committee members.			
9. Companies are to provide a test environment on the account platform prior to the defined operational date.			

Technical Requirements

1. Secure, user friendly website with online enrollment capability, HIPAA compliant and available 24/7 via secure login.			
2. The Online Enrollment and Benefit Administration System must have the ability:	X	X	XXXX
a. to interface with a variety of third party vendors, with the ability to send and receive weekly data feeds and semi-monthly payroll data feeds to and from carriers. Flexible in working with carriers on file specifications.			
b. to interface with a variety of payroll systems that may include; AS400, PowerSchool, Skyward, or FOCUS.			
c. to support information in the payroll system that may have a variety of payroll schedules, payment cycles, contribution amounts and special deduction codes.			
d. to support the School Board’s business rules and policies regarding issues such as benefit eligibility, leave of absence, dependent eligibility, and contribution amounts.			
e. to save selections made during an interrupted online session as a pended selection.			
3. The selected product must remain compatible with the School Board’s network and updated versions of Microsoft Office, Adobe, and common browser tools such as Internet Explorer, Google Chrome, Safari and FireFox.			
4. The company must be able to provide system alerts to the School Board for issues such as pended enrollment information, qualifying event status, new employee deadlines, overage dependents, and other deadlines.			

5. Assistance in conducting dependent eligibility status audits. Automatic termination for overage dependents however system must allow for exception for disability exemption. System should allow for different maximum age requirements based upon product type.			
6. Maintain remote backup storage and perform data restore testing.			
7. System to have capabilities to record and document all information or coverage changes entered. Items to be documented but not limited to include; date and time, details of the change, user identification, etc.			

Employee Services

1. Employees should have access tool that facilitates all aspects of the benefit selection process. This access should be available on all PC or mobile devices.			
2. Dedicated technology support during normal work hours and emergency support capability during non-working hours, weekends and holidays.			
3. Identify employee and their unique benefit eligibility along with plan pricing (note: employee classifications can have different employer & employee contribution amounts).			
4. Determine dependent eligibility for each benefit by taking employee through a series of eligibility questions.			
5. Display all benefit options that employee is eligible to enroll in along with per pay period pricing.			
6. System should present to employee only those forms that will be needed during the enrollment process rather than just a list of forms.			
7. Use of District created employee Identification number and user created password for employee access.			
8. Allow for employee to electronically complete and submit any required forms.			
9. System should notify employee of any additional documentation that will be required. Preference is that system allows employee to upload any required document. Examples: Marriage license, birth certificates.			
10. Each benefit selection must be able to have unique start/effective or end/termination dates.			
11. System should be able to capture beneficiary information and allow for multiple beneficiaries to be listed.			
12. Benefit amounts must be able to be capped by dollar limits and premiums must be able to be calculated based on salary and/or age.			
13. Premium amounts must be able to be determined based upon tobacco usage.			
14. Updating of the demographic information by the employee can be customized by only allowing certain items to be updated. Special information to be provided if field is not available for update.			

15. Allow for addition of dependents if dependent has been determined as eligible for coverage.			
16. Education support for participants through the use of file downloads and relevant linked content.			
17. The ability for the Bay District Benefit team staff members to add, change or delete announcements, forms, links and plan documents on the enrollment website.			
18. System should be able to manage enrollment of benefits that will require evidence of insurability and are subject to issue limits.			
19. Ability to provide employees with a confirmation statement following the enrollment process that summarizes their elections and payroll deductions. Sample statement to be included with the proposal submission.			

Reporting

1. Reporting and statistical capabilities that provide common data retrieval and ad-hoc reporting capabilities that provide for selective reporting.			
2. FTP capability that provides customized reports and file downloads based upon the reporting needs of Bay District Schools.			
3. Ability to track status of new hires in the new hire enrollment process. Ability to generate correspondence to the employee regarding this status is desired.			
4. Bay District Schools must have the ability to pull an open enrollment participation report and open enrollment progress reports.			
5. The Enrollment System must have the ability to provide reports on enrollment selections, changes in enrollment, and premium information on a group and individual basis.			
6. Ability to provide exporting report capabilities using payroll deduction codes.			
7. System must have the capabilities to produce and distribute Form 1095-C in compliance with the Affordable Care Act (ACA).			
8. System must have the capabilities to perform the 1094-C/1095-C reporting requirements to the Internal Revenue Service.			
9. Secure email capability.			
10. Ability to set-up agency specific plans and eligibility criteria; report on various classifications or as a total group.			
11. Administrator and any designees must have access to reporting portal to generate ad hoc eligibility, enrollment, census, and other reports necessary to manage the benefit plans.			
12. System should notify Bay District benefits team members of any mid-year changes based on newly attained age or salary changes.			

Cost

<p>1. The enrollment system cost must be guaranteed for the initial twelve (12) months of the contract and is to include the items outlined in the Scope of Services. The cost is to be stated on a “Per Subscriber Per Month” basis.</p>			
<p>2. Initial and Annual fees must be disclosed. Any additional costs for services not addressed in the Scope of Services are to be outlined.</p>			
<p>3. Proposed pricing must include the files to the carriers/providers utilized and the files for the applicable payroll system utilized by the School Board.</p>			

SECTION 7 - ATTACHMENTS

7.1 Attachments are in the .pdf file format. Attachments must be printed, signed, and returned as a part of your proposal, as required by the specifications.

Attachments:

- A. Public Entity Crimes Certification form
- B. Drug free Workplace Certification form
- C. Conflict of Interest Disclosure form
- D. Debarment & Suspension form

ATTACHMENT A
SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

PUBLIC ENTITY CRIMES AFFIDAVIT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Bay District Schools by

_____ (Print name of entity submitting sworn statement)

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” is defined in Section 287.133(1)(a), Florida Statutes, means:
(A) A predecessor or successor of a person convicted of a public entity crime; or
(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who is personally known to me or who has produced _____ as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2019.

Signature of Notary Public

My Commission Expires: _____

Name of Notary Public

(Seal)

ATTACHMENT B
DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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. Inform 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature: _____

ATTACHMENT C

CONFLICT OF INTEREST/DISCLOSURE

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I **or** Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

SECTION I

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

SECTION II

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

_____	_____	_____
Name	Title or Position	Date of Filing

_____	_____	_____
Name	Title or Position	Date of Filing

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

RFP 19-09 Employee Benefits System.
RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT “D” CONTINUED
INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.