



Bay District Schools
1150 West 17th Street
Panama City, FL 32405
850-767-4209

Request For Proposals (RFP)

DUE DATE: <p align="center">JULY 11, 2018</p> <p>Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening (Florida Statute 119.071 2.)</p>	RFP NO.: <p align="center">18-11</p>	RELEASE DATE : <p align="center">JUNE 18, 2018</p>	POSTING DATE FOR AWARD RECOMMENDATION: , (on or about) 08/07/18
	BID TITLE: <p align="center">Insurance - Voluntary Worksite Products</p>		

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposal (RFP) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; **Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP except as authorized purchasing department representative identified herein.** Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Posting of Bid Tabulations: Bid 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 the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 2: Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid complies with bid requirements, please verify that the submittals indicated by the below have been submitted.

☐ Bid Bond ☒ Descriptive Literature ☒ Licenses ☐ Manufacturers Authorization

☒ References ☒ Bidder Questionnaire ☒ Other

Note: If your firm wishes to not submit a bid in response to the RFP, but remain on our bidder list, please complete and return, via mail or fax, this page of the RFP indicating "No Bid".

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive, sealed proposals to furnish the School Board of Bay County, Florida ("School Board") with the following four (4) voluntary benefit plans: Accident, Critical Illness, Cancer, and Short-term disability, *plus* Enrollment Support and Administration services. Respondents must bid on all four (4) noted items as the School Board desires to select *one* vendor to provide all four (4) voluntary benefit plans plus Enrollment Support and Administration. Respondents must complete Attachment H for each of the four (4) noted items which includes Enrollment Support and Administration.

SCOPE OF SERVICES

Provide Voluntary Insurance Worksite Products as provided in **Attachment H** (Accident, Cancer, Short-Term disability and Critical Illness for the employees and retirees of Bay Public Schools. There are approximately 3,400 active employees and 128 retirees currently benefit eligible. **Appendix 1 (as a separate excel document)** is provided to disclose current enrollment participant census data. Note: the District does not currently offer short-term disability insurance.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL TERMS AND CONDITIONS

* * * * PLEASE READ CAREFULLY * * * *

1. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.
2. **NO CONTACT/CONC OF SILENCE:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated Buyer, and School Board members, the Superintendent, or School District staff, other than the designated Buyer, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.
3. **CLARIFICATION AND ADDENDA:**
 - A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information **shall be emailed to Mr. Dan Fuller at fulled@bay.k12.fl.us, no later than 3:00 PM CT on Tuesday, June 26, 2018.** The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
 - B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site at www.bay.k12.fl.us/bids. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. The District may not mail/fax/email addenda to prospective respondents.
4. **PUBLIC OPENING:** The solicitation responses shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the firms submitting will be read aloud at the public opening. A list of the firms submitting responses will be posted to <http://www.bay.k12.fl.us/bids> within 1-3

business days. In accordance with Florida Statutes 119.071(1)(b), Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

5. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the respondent to any entry must be initialed.

6. DISCLOSURE OF PROPOSAL CONTENT

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information." RETURN THE NON-DISCLOSURE AGREEMENT ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

7. INCURRED EXPENSES: This solicitation does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a response, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

8. PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least one year.

9. MEETS SPECIFICATIONS: The respondent represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

10. BRAND NAME OR EQUAL: If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the respondent. The Office of Purchasing & Contracting is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Office of Purchasing & Contracting. To insure that sufficient information is available the respondent shall furnish as part of the response all descriptive material necessary for the Office of Purchasing & Contracting to determine whether the product offered meets the salient characteristics required by the

specifications and establish exactly what the respondent proposes to furnish and what the School Board would be binding itself to purchase by making an award.

11.SAMPLES: When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the respondent. The result of any and all testing shall be made available upon written request.

12.LITERATURE: Upon request, the Respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

13.TRAINING: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation of any item purchased as a result of this invitation.

14.WARRANTY: The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer. Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

15.OTHER AGENCIES

A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

16.COLLUSION: The School Board of Bay County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Proposer(s), Proposer's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Proposer has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Proposer is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Proposers, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

17.MINIMUM SPECIFICATIONS: The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality services.

18.FORCE MAJEURE: The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

19.RESPONDENT'S PERSONNEL: The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the School Board.

20. KEY PERSONNEL

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Respondent. The Respondent agrees that in the event it becomes necessary for the Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

21. TERMS & CONDITIONS: The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this contract unless the School District specifically details other terms on the Purchase Order. The School District and the Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

22. ADVERTISING: The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

23. SECURITY AND CONFIDENTIALITY: The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

24. TOBACCO: The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

25. SCHOOL SECURITY: Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the schools; protect students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. **Possession of Firearms.** Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- C. **Criminal Acts.** Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. **Possession/Use/Under the Influence of Mind Altering Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
- E. **Compliance with the Jessica Lunsford Act.** Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

26. PAYMENT TERMS

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

27.CONFLICT OF INTEREST FORM: All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

28.LICENSES AND CERTIFICATES

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

29.TAXES: The School Board of Bay County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621726C-2. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Bay.k12.fl.us. Vendors or Respondents doing business with the School Board of Bay County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

30.AMERICANS WITH DISABILITIES ACT OF 1990: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Bay County, shall contact the Office of Purchasing & Contracting at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.

31.PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).

32.PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such

entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

33.FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

34.PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statute. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure. Effective July 1, 2013, the Florida Legislature enacted Florida Statute 119.0701. This statute requires that all contractors shall comply with Florida’s public record laws with respect to services performed on behalf of the School District. Specifically, the statute requires that contractors:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School District in a format that is compatible with the information technology systems of the School District.
- E. The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School District.
- F. **EFFECTIVE JULY 1, 2016 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850)767-4199, ouimepa@bay.k12.fl.us, THE SCHOOL BOARD OF BAY COUNTY, FLORIDA, 1311 BALBOA AVENUE, PANAMA CITY FL 32401.**

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School District.

35.GOVERNING LAWS AND VENUE: All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Bay County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Panama City. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and

enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

- 36.COMPLIANCE WITH LAWS AND REGULATIONS:** The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Bay County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.
- 37.INDEMNIFICATION OF SCHOOL BOARD:** The Contractor agrees to indemnify, hold harmless and defend the School Board of Bay County, its officers, employees, agents and representatives from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the School Board, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every third-party claim or demand, or assertion of liability, or any third-party claim or action founded thereon, arising directly or indirectly out of the services furnished by the Contractor, its agents, servants or employees; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such third-party claims, judgments, costs and expenses be for damages, damage to property including the School Board's property, and injury or death of any person whether employed by the Contractor, the School Board or otherwise.
- 38.WAIVER OF TRIAL BY JURY:** Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.
- 39.PREVAILING GUIDELINES:** For purposes of this solicitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- 40.CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- 41.MINOR IRREGULARITIES:** The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- 42.ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
- 43.DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 44.DEVIATIONS:** All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form Otherwise School Board will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of the School Board, the stated deviation is considered to be equal or better than the imposed

requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

45.PROPOSAL ACCEPTANCE/REJECTION: The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

46.AWARD: The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.

47.PROTESTS: In accordance with Florida Statutes 120.57(3) and School Board Policy 6320, the following procedures shall be followed for the resolution of any bid protests:

- (a) The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- (b) Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
 1. In accordance with School Board Policy 6.104, all formal written protests must be accompanied with a bond payable to the School Board of Bay County amounting to Twenty-five thousand (\$25,000) or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and Five percent (5%) of the lowest accepted bid for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs and attorney's fees
 2. In accordance with School Board Policy 6.104, failure to file a notice of intent to protest, or failure to file a formal written protest and bond within the time prescribed herein, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- (c) Upon receipt of the formal written protest that has been timely filed, the Board shall stop the solicitation or contract award process until the subject of the protest is resolved by final School Board action, unless the Board sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d)
 1. The Board shall provide an opportunity to resolve the protest by mutual agreement between the parties within ten (10) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.

2. If the subject of a protest is not resolved by mutual agreement within ten (10) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to § 120.57(2), Fla. Stat, and Section 1.105(3) of these rules.
 3. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the Board shall refer the protest to the Division of Administrative Hearings of the Department of Administration for a formal hearing pursuant to §120.57(1), Fla Stat, and Section 1.105(2) of these rules.
- (e) Upon receipt of a formal written protest referred pursuant to this subsection, the director of the division shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the agency within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
 - (f) In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the agency announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the agency's intended action is illegal, arbitrary, dishonest, or fraudulent.
 - (g) For purposes of this subsection, the definitions in §. [287.012](#) apply.

48.CONTRACT:

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board shall be incorporated into a contract and become legally binding. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency
- B. IAW School Board Policy, Chapter 6.II.B, Assistants functioning under the Superintendent's direction may be authorized to perform these purchasing tasks. Assistants under this policy include the CFO, General Manager of Purchasing, Contracting and Materials Management (GM of Purchasing), and the Assistant Purchasing Agent.
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Office of GM of Purchasing & Contracting at 850-767-4209.

49.WARRANTY OF AUTHORITY / SERVICE AGREEMENT: Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

50.CONTENT OF INVITATION/RESPONSE: The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL TERMS AND CONDITIONS" except for #s 29, 32 and 39.

51. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School Board of Bay County for any terms and conditions not specifically stated in this Invitation to bid.

52. CONTRACT/RESPONDENT RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

53. VIOLATIONS: Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

54. RIGHT TO REQUIRE PERFORMANCE

A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

55. SUSPENSION OF WORK: The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

56. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The School Board shall have the power to make changes in the contract as the result of changes in law and/or rules of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall

give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

57.CHANGES IN SCOPE OF WORK/SERVICE

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's General Manager of Purchasing, Contracting and Materials Management, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

58.SCHOOL BOARD RULES, POLICIES AND PROCEDURES: The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School District with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

59.UNUSUAL COSTS: The Respondent may petition the School Board at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The School Board may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The School Board shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the School Board. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

60.ASSIGNMENT: The Respondent shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Respondent remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Respondent of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other

transfer by Respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Respondent; (3) sale of common stock of Respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Respondent; (4) transfer of any interest in Respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

61. FUNDING OUT/TERMINATION/CANCELLATION

- A. Florida School Laws 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.
- B. 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.
- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful respondent.

Such written notice will state:

- 1. That the lack of appropriated funds is the reason for termination, and
 - 2. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
 - 3. 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".
 - 4. **AVAILABILITY OF FUNDS:** The obligations of the School Board of Bay County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
- D. **TERMINATION / CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The Respondent may cancel the resulting contract with one hundred twenty (120) days written notice to the GM of Purchasing. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.
 - E. **TERMINATION FOR SCHOOL BOARD'S CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

F. **TERMINATION FOR DEFAULT:** The School Board's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

G. **SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the GM of Purchasing or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the GM of Purchasing may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the GM of Purchasing may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists.

62.CLAIM NOTICE: The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the School Board project site.

63.WAIVER OF CLAIMS: Once this contract expires, terminated or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

64.RECORDS & RIGHT TO AUDIT: The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

65.COMMISSIONS: All employee paid plans should include standard commissions as part of the premium. The commissions will be disclosed in the proposal for voluntary plans. Commission arrangements, if any, will be between the District, the successful Proposer, and our current agent of record, Michael J Carraway, Fisher Brown Bottrell Insurance representing the successful Proposer. We will not be accepting bids from other independent brokers, consultants or agents during this review.

END OF GENERAL TERMS AND CONDITIONS
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SCOPE of SERVICES

- 1.0 PURPOSE** - The purpose of this Request for Proposal (RFP) is to solicit competitive, sealed proposals to furnish the School Board of Bay County, Florida ("School Board") with the following four (4) voluntary benefit plans: Accident, Critical Illness, Cancer, and Short-term disability, *plus* Enrollment Support and Administration services. Respondents must bid on all four (4) noted items as the School Board desires to select *one* vendor to provide all four (4) voluntary benefit plans plus Enrollment Support and Administration. Respondents must complete Attachment M for each of the four (4) noted items which includes Enrollment Support and Administration.
- 2.0 SCOPE OF SERVICES** - Provide Voluntary Insurance Worksite Products as provided in Attachment M for the employees and retirees of Bay Public Schools. There are approximately 3,400 active employees and 128 retirees currently benefit eligible.
- 2.01 RATE GUARANTEE PERIOD**
Regardless of actual enrollment, the initial rates shall be guaranteed for 24 or 36 months, whichever is applicable to the terms of the contract. Changes after the initial 24 or 36 month period shall be subject to the Rerating Endorsement.
- 2.02 CONTRACT PERIOD**
An initial contract from January 1, 2019, through and including December 31, 2019, a period of twenty four (24) months, through and including December 31, 2020, is requested, with the District having the option of renewing the option of the program for three (3) additional plan years thereafter.
- 2.03 ACCESS TO CLAIM FILES**
The Proposer agrees that the District shall have reasonable access to all claim files created as a result of the claims services to be provided by the successful Proposer. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) days advance written notice, all claim files for review by the District. Further, upon written request of the District, the successful Proposer shall make available to the District at the School Board's offices and within ten (10) days after the written request, a complete copy of selected files identified by the District.
- 2.04 OWNERSHIP OF CLAIM FILES**
The School Board shall have all right, title, interest and ownership to all loss statistics and claim files created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the District, and upon fourteen (14) calendar days' written notice, the successful Proposer shall furnish such files to the District.
- At the termination of the contract, the successful Proposer shall provide the District with computer tapes or other computer media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.
- 2.05 AUDIT REQUIREMENT**
At the sole option of the District, the successful Proposer shall submit to an audit by, or on behalf of the District, of the successful Proposers files and procedures as they relate to the District. The successful Proposer will make available to the named auditor, claims reports necessary for the audit process, system access, system codes, procedure manuals, contractual

agreements, and assistance by a member of the Proposer's staff, within ten (10) business days of a written request by the District.

2.06 ELIGIBILITY & ENROLLMENT

Coverage must match the District's current eligibility requirements as outlined in the District's current plan documents, found in the Exposure Section of this RFP.

Proposers should be aware that it is impossible to predict how many employees will elect coverage. Proposed monthly premium rates must be honored as proposed even if there is a substantial change in enrollment.

2.07 CONTINUITY OF COVERAGE (NO LOSS/NO GAIN PROVISION)

Notwithstanding any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan to the contrary, if, but for the replacement of the current plan with the proposed plan, an insured would have been covered by the current plan, the insured shall be entitled to the lesser of:

- (1) benefits which would have been payable had the current plan been continued; or
- (2) the benefits which would be payable under the proposed plan without the application of any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan.

2.08 SCOPE OF COVERAGE

The worksite product plan(s) proposed should be comparable or match current plans. Deviations to current plan designs should be disclosed in the cover letter or highlighted in their proposal.

Highlights of proposed plan should, at a minimum include:

- Employees eligible to enroll each year at annual open enrollment with no requirement for evidence of insurability
- Waiver of premium during periods of disability
- Benefits payable to age 65
- Pre-existing condition exclusions apply for new entrants.
- Group Products
- Cancer, Critical Illness, Accident and Short Term Disability
- Conversion and/or Portability
- Value add benefits disclosed
- Outline services that separate you from standard plan guidelines
- Disclosed financial incentive based on premium written paid to school board to assist with administrative platform.

All proposals should include copies of any contract which the District will be required to execute. All proposals should include copies of standard communication materials that are sent to members.

2.09 ADMINISTRATIVE SERVICES

Except for the collection of premium/fees to the successful Proposer and, as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan. These activities should include, but are not limited to, the following:

1. Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported disability claims. Successful Proposer will also be responsible for adjudication of claims appeals.
2. Furnish an electronic version of the certificates/booklets for The District to use on their website.
3. Provide appropriate literature to describe the benefits being offered by the District to its employees.
4. Establish claims reporting procedures that are compatible with the needs and organizational structure of the District and the claims administrator.
5. Attend meetings, as requested by the School Board.
6. Develop procedures and coordinate eligibility data with the claims administrator.
7. Maintain the confidentiality requirements of Florida law by having adequate systems security features.
8. Prepare and furnish the District with annual loss data statistics. These loss data reports should include, but not be limited to, premium paid (if applicable) and claims paid.
9. Conduct monthly internal audits for claim accuracy and occurrence of ineligible payments. Report results to the District within ten (10) working days from the end of the reporting period.
10. Establish and maintain a toll-free customer service line for employees. This line should be operational from at least 8 A.M. to 6 P.M. (Central Standard Time).
A voice mail system or equivalent system should be available to take off-hour or weekend calls, with call backs to occur within 24 hours of the next business day.
11. Administer plan on a self-billing remittance basis.
12. Retain claims history online for minimum of 24 months from the last date of any claim activity pertaining to services rendered. All prior claims history incurred during the course of this contract must be captured in such a manner compatible for media storage and delivered to the District at their request. This data must be maintained for the full duration of the contract period, and must also be available for transfer to the subsequent vendor, should the District elect to change vendors in the future.
13. Compare, maintain, and file with any applicable federal, state or local governmental agencies, any forms or reports as may be required from time to time by law.
14. Establish claim denial and grievance procedures which are clearly communicated to members. Grievance procedures should be consistent with all federal laws, rules and regulations.

2.10 ADDITIONAL SERVICES

1. If available and integrated from an eligibility and billing perspective, please provide a Benefits Administration Platform that the group could utilize as a leave behind system.

2. Supply all postage required to service the District's account.

2.11 PERFORMANCE GUARANTEES

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the District access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

- Timely delivery of finalized contracts for the selected program.
- Timely delivery of plan documents.
- Claims turnaround time.
- Accuracy of claims and payments.
- Quality and timeliness of claims experience reports.

2.12 PROPOSAL QUESTIONNAIRE

Proposers should complete the Proposal Questionnaire, **Attachment H** of this RFP. All blanks on the Proposal Questionnaire should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Questionnaire. Failure to fully complete the Proposal Questionnaire may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached.

The signature on the Proposer's Warranty(ies) must be that of an officer, partner or a sole practitioner of the company making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer's Warranty contained on the RFP coversheet.

3.0 SPECIAL TERMS & CONDITIONS

- 3.01 **AWARD TERM** - The School Board's goal is to promote partner relationships in accordance with the policies and procedures of public procurement. Toward that end, the successful Respondent may be awarded a contract for an initial three (3)-year term with up to one (1) additional two (2)-year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the School Board.

- 3.02 **RFP CLOSING DATE** - Proposals must be received by the School Board of Bay County's Office of Purchasing & Contracting, 1150 West 17th Street, Panama City, FL 32405, no later than **2:00 p.m., local time, on July 11, 2018**. Proposals received after this time will not be considered. Proposals may not be modified after the RFP closing date and time.

- 3.03 **DELIVERY OF PROPOSALS** - All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

Bay District Schools – Purchasing Department
1150 West 17th Street
Panama City, FL 32405

Mark package(s) “**RFP #18-11, Insurance Voluntary Worksite Products**”

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Office of GM of Purchasing & Contracting at the above address. The delivery of responses to the School Board of Bay County Office of Purchasing & Contracting prior to the specified date and time is solely and strictly the responsibility of the respondent. Any submittal received in the Office of Purchasing & Contracting after the specified date and time will not be considered. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP closing date and time.**

* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *	
VENDOR:	_____
SEALED PROPOSAL NUMBER:	<u>RFP 18-11</u>
PROPOSAL TITLE:	<u>Voluntary Employee Insurance Products</u>
PROPOSAL DUE ON	<u>July 11, 2019</u> AT <u>2:00</u> P.M.
Deliver To:	Bay District Schools Purchasing Department 1150 West 17th Street Panama City, FL 32405-3789

Cut out the label above and attach it to your envelope/package

3.04 PROPOSAL FORM

- A. See **Submittal Requirements** for complete details.
****It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.**
- B. Each respondent shall submit nine (9) complete sets of the Proposal Submittals, as follows (one for each evaluation committee member):
- **One (1)** hard copy marked “ORIGINAL” ; **Eight (8)** hard copies marked “COPY”
 - **One (1) COMPLETE electronic copy on Flash Drives, in PDF format (Excel spreadsheets shall not be recorded in PDF).** Note solicitation number and name of company on the disk.
- If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the electronic copies or hard copies. All confidential materials shall be segregated on separate Flash Drives and in separate sealed envelopes, plainly labeled “Confidential Materials.”**
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.05 QUESTIONS CONCERNING RFP - Questions concerning any portion of this RFP shall be directed via email to Mr. Dan Fuller, GM of Purchasing & Contracting, at fulled@bay.k12.fl.us. He shall be the official point of contact for this RFP. Questions should be submitted by the date and time listed in Attachment A.

3.06 RESPONDENT'S RESPONSIBILITY - A Respondent, by submitting a proposal, represents that:

- A. The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award based on its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, misstatements, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

3.07 PRESENTATIONS BY RESPONDENTS

- A. The School Board, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any respondent to demonstrate, to the satisfaction of the School Board, that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
- D. It is the School Board's intent to award a contract to the respondent deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right, however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to: request for additional information, competitive negotiations, and further best-and-final offers.

3.08 INSURANCE REQUIREMENTS - The Contractor/Vendor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The following applies to the insurance requirements below for products or services from Contractors when all products, services, or work performed when totaled together will pay the contractor \$25,000 or more during the fiscal year. The insurance requirements are as follows:

1. Insurance listed in 8.1 below is required of all contractors and vendors: The School Board shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right terminate this agreement.
2. Insurance listed in 8.2 below: All contractors whose work for the School Board includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.
3. Insurance listed in 8.3 below: Any contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe the School Board is responsible for the work of the contractor from portal to portal is required to carry this insurance to the limit listed below.
4. Insurance as listed in 8.4 below: All contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.
5. Insurance as listed in 8.5 below: All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors will carry and maintain policies as described in numbers 1 to 5 above and as checked off in the box to the left of each section 8.1 to 8.5 below as specifically marked by representatives of the Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Bay County.

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 8.1. Commercial General Liability Insurance:
Negligence including Bodily Injury and Property Damage
Per Occurrence - \$1,000,000
General Aggregate - \$2,000,000 |
| <input type="checkbox"/> | 8.2. Product Liability and/or Completed Operations Insurance:
Negligence Including Bodily Injury and property damage - \$1,000,000
Products – Completed Operations Aggregate - \$2,000,000 |
| <input checked="" type="checkbox"/> | 8.3. Automobile Liability: |

Negligence Including Bodily Injury and Property Damage:	
Per Claim -	\$1,000,000
Combined Single Limit (each accident) -	\$2,000,000

<input checked="" type="checkbox"/> 8.4. Workers' Compensation/Employer's Liability:	
W.C. Limit Required* -	Statutory Limits
E.L. Each Accident -	\$ 1,000,000
E.L. Disease – Each Employee	\$ 1,000,000

<input type="checkbox"/> 8.5. Professional Liability Insurance (Errors and Omissions):	
For services, goods or projects that will exceed \$1,000,000 in values over a year.	
Each Claim -	\$1,000,000
Annual Aggregate -	\$2,000,000

Professional Liability coverage must be maintained for a two-year period following completion of the contract.

3.09 LIQUIDATED DAMAGES - In case of failure on the part of the Successful Respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School Board or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the School Board will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Firm shall pay to the District, as liquidated damages, the amount expended by the District to provide the goods or services, in no way shall costs for liquidated damages be construed as a penalty on the Respondent.

3.10 INSPECTION AND ACCEPTANCE - The School Board's Project Manager/Authorized Representative will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the project's proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

3.11 DEFINITIONS - As used in this RFP, the following terms shall have the meanings set forth below:

Allowable Cost: Costs that will be paid to the distributor net of discounts, rebates, and other applicable credits include, but are not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, and prompt payments or advance payments, all of which have the result of lowering the price of the commodities purchased by the District.

Best and Final Offer (BAFO): A BAFO may be requested from the short listed firm(s). A BAFO allows for the short-listed firm(s) to submit revised pricing to the selection committee for consideration after the proposal deadline. BAFOs are not allowed for a change of scope of work or specifications that would differ from the goods and services initially issued in the RFP and associated addenda.

Bid/Proposal: A formal solicitation to provide goods and services as specified.

Buyer: The term buyer, who is an employee of the distribution service, is defined as the person whose function it is to secure all products required for the District as required in this RFP.

Contract: The document resulting from this solicitation between the School Board and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day/Days: The word "day" means each calendar day or accumulation of calendar days.

Distributor: The term distributor is defined as the firm or individual with whom the District will enter into a contract. They will provide goods and perform services as described herein. The successful distributor will be paid the cost of each item ordered for the schools plus the per-case fee, if applicable, submitted with their proposal.

District Contract Administrator: The General Manager of Purchasing & Contracting, or designee, shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chairperson or authorized designee.

District Project Manager(s): The Project Manager(s) has responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

GM of Purchasing: The General Manager of Purchasing, Contracting and Materials Management for Bay District Schools. Designated by School Board policy with authority to enter into contract and perform as Contract Administrator.

Offeror: The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School District in response to this invitation. Also referred to as Respondent.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent/Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

School Board: The word School Board refers to the elected officials of the School Board of Bay County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School District: The word School District refers to the entity, The School Board of Bay County, Florida.

Successful Respondent: That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

Superintendent: Is the person responsible for the administration and management of the schools and its departments.

Using Agency: The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Office of General Manager of Purchasing & Contracting of the School District.

4.0 SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Responses will be distributed to a selection committee for review and evaluation in accordance with this section. The committee will then convene to discuss, scores will be tallied and the committee shall arrive at a “short list”. This meeting is referred to as the “Selection Committee Short List Meeting” and may occur on the date listed in Attachment “A”.

In accordance with **Florida Statute 286.0113**, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

- (A) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

- (B) A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

SCORING FOR WRITTEN RESPONSES: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections. **NOTE: Fractional scoring may be used.**

The Respondent’s response will be scored by committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 10)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business

A brief profile of the firm, including:

- A brief history of the business
- Organizational structure of business
- Ownership interests
- Active business venues (counties, states, etc.)
- Present status and projected direction of business
- Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

Tab 2 – Experience of Personnel – (Weighted Value 10)

The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 3 – Technical Approach and Methodology – Scope of Services (Total Weighted Value 30)

The Firm's approach and methodology of how the services herein addressed will be provided. Provide Submittal Specifications and any applicable samples. Please note that scoring will be allocated on an overall basis for the following products noted as follows:

- a. Accident – Weighted Value 6.0
- b. Critical Illness – Weighted Value 6.0
- c. Cancer – Weighted Value 6.0
- d. Short-term Disability – Weighted Value 6.0
- e. Enrollment Support & Administration – Weighted Value 6.0

Tab 4 –Administration and Billing– (Weighted Value 10)

Provide description of all billing options and examples of self-reported bills or invoices as administered by your organization. The vendor must identify the method by which it will facilitate billing, report changes in eligibility or enrollment and processes applicable credits or changes. The contractor must maintain documentation of all costs, expenses, discounts, credits,

changes in enrollment, eligibility and other applicable credits and must furnish such documentation upon request to the school district.

Tab 5 – References – (Weighted Value 05)

Provide a minimum of three (3) reference letters from owner representatives for projects that your Firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from School Board of Bay County staff shall not be considered. Please include current contact information for all references. Please also include contact information for two former clients that have discontinued services with your Firm in the last 2 years.

Tab 6–Enrollment Provisions (Weighted Value 35)

Pricing as listed in Attachment M – Submittal Specifications Questionnaire with applicable samples.

Tab 7 – Financial Statement and Litigation – (Pass/Fail)

Respondents shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000 or which have been resolved for less than \$25,000. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

Respondents shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000 or which have been resolved for less than \$25,000. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

Tab 8 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 9 – Required Documents – Provided in order listed below (Non-Scored)

Completed Respondents Information Form (page 1 of this RFP)

Attachment “B” Proposal Form and Statement of Compliance

Attachment “C” Drug Free Workplace Certification

Attachment “D” Debarment Certification

Attachment “E” Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Attachment “F” Confidential Materials

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.

Attachment “G” Prohibition against Contracting with Scrutinized Companies

Tab 10 – Sample contract for each product.

5.0 ORAL INTERVIEW OR PRESENTATION EVALUATION CRITERIA

After an evaluation of the proposals, the selection committee may conduct interviews or request presentations from a short list of vendors. If this is determined, Respondent will be contacted for the interview or presentation, which may occur on the date listed in Attachment “A”. Again, this is an optional interview or presentation that will be determined by the selection committee.

In accordance with **Florida Statute 286.0113**, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

- (b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- 2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- (c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- 2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

SCORING FOR ORAL PRESENTATIONS/INTERVIEWS: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections. The Respondent’s response will be scored by Committee members in accordance with the following scale:

- 0= Unsatisfactory: Not responsive to the question.
- 1=Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2=Marginal: Minimal acceptable performance standards and responsive to the question.
- 3=Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 =Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

1. Responsiveness of the Proposal – (Weighted Value 20)

The respondent’s ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.

2. Ability, Capacity, and Skill of the Proposer – (Weighted Value 20)

The ability, capacity, and skill of the Firm to be able to provide the services here in addressed

3. Approach and Methodology – (Weighted Value 40)

The Firm's approach and methodology of how the services herein addressed will be provided.

4. Financial – Best and Final – (Weighted Value 20)

The best and final fee proposed for the services as outlined in this Request for Proposal. Top Ranked Firms are allowed to submit "Best and Final" pricing at this time.

6.0 ATTACHMENTS

- "A" RFP Date of Events
- "B" Proposal Form and Statement of Compliance
- "C" Drug Free Workplace
- "D" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
- "E" Conflict of Interest
- "F" Non-Disclosure Agreement for Confidential Materials
- "G" Certification Statement - Prohibition against Contracting with Scrutinized Companies
- "H" Proposal Questionnaire

ATTACHMENT "A"
RFP DATE OF EVENTS

<u>Date</u>	<u>Description</u>
June 18, 2018	RFP Project Posted to Bay District Website: http://www.bay.k12.fl.us/bids
June 26, 2018	Question Deadline - due no later than 3:00 PM
June 28, 2018	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be sent to Firms attending the Mandatory Pre-Proposal Meeting
July 11, 2018	Submittals Due before 2:00 PM Deliver to: Purchasing Department 1150 West 17th Street Panama City, FL 32405
July 12-19, 2018	Committee to Evaluate Submittals
*July 23, 2018	Short Listed Firms Notified (if necessary)
*July 31, 2018	Short Listed Firms Oral Presentations/Informal Interviews (if necessary) Location: TBD Time: TBD
*August 7, 2018	Award Recommendation Posted
*August 14, 2018	Board Approval of Recommendation

***Dates may change should a short list not be necessary.**

ATTACHMENT "B"
PROPOSAL FORM AND STATEMENT OF COMPLIANCE

TO: Bay District Schools
General Manager of Purchasing and Contracting
1150 West 17th Street
Panama City, FL 32405-3789

The undersigned hereby declare that [firm name] _____
have carefully examined the entire RFP #18-11 Insurance Voluntary Worksite Products.

For which proposals were advertised to be received no later than 2:00 p.m., local time, July 11, 2018 and further declare that will furnish the RFP #18-11 Insurance Voluntary Worksite Products according to specifications.

In preparing their proposal, Respondent must adhere to the specifications outlined in this RFP document. In addition, the spreadsheet must be responded to fully and completely.

Respondents are advised that each and every question in this RFP must be completely answered or their submittal may be considered non-responsive and may be excluded from further consideration. In addition, the responses to this RFP will be incorporated by reference into the contract with the School Board. In the event the Respondent's proposal deviates from the requested specifications or the Respondent is unable to complete portions of the questionnaire for any reason, the Respondent is requested to clearly identify such deviations and omissions in their proposal. All deviations from specifications outlined in this RFP document must be clearly outlined in the Respondent's proposal or the School Board will assume that the Respondent complies fully with all proposal requirements.

By signing below, the respondent to this RFP hereby represents and warrants that:

Respondent is an equal opportunity employer and shall provide evidence of such commitment to the School Board. Respondent acknowledges that the School Board is committed to meeting all federal, state, and local laws and regulations providing for equal employment opportunity and will refuse to contract with any firm that has not evidenced its own commitment as an equal opportunity employer.

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____ % NO _____

The School Board of Bay County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this RFP #18-11 Insurance Voluntary Worksite Products and, that I as the respondent, will comply with all requirements, agree to each compliance statement set forth above, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____
(Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

List local (Bay County) office address if applicable and provide supporting documentation (Business Tax Receipt).

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Division of Corporations Registration Number: _____

END OF FORM

ATTACHMENT "C"

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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 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 contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, 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 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 any 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 "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.

<hr/>	<u>RFP #18-11 Insurance Voluntary Worksite Products.</u>
Organization Name	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.

ATTACHMENT "E"

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Bay County, nor has any outstanding past due debt to the School Board of Bay County, Florida; and
4. The School Board of Bay County reserves the right to disqualify RFPs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFP process as required by law, upon the part of the Respondent(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing RFP specifications and/or firm RFP schedules. Multiple RFPs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the District's Professional Consultant(s) or District employees. Contractors involved in developing a RFP specification or Contractors with knowledge of RFP specifications prior to the advertisement shall be disqualified from participating in the RFP process.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____

STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 2018, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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 for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

ATTACHMENT "F"

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Bay County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board of Bay County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Bay County for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;
- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this

paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

Bay District Schools
GM of Purchasing, Contracting and Materials Mgmt
1150 West 17th Street
Panama City, FL 32405

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Bay County, Florida, or the Federal District Court for the Northern District of Florida, Panama City Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Bay County, Florida

BY: _____

NAME: Dan S. Fuller

TITLE: GM of Purchasing & Contracting

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT “G”

CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither respondent, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

_____	_____
Signature	Printed Name

Title	
_____	_____
Company Name	Date

ATTACHMENT H
Proposal Questionnaire

Please complete Proposal Questionnaire as the information applies. Type or handwrite the responses in ink; corrections should be typed or in ink and initialed. Do not leave any question blank. If it does not apply, type or write in "NA." It is suggested that these forms be photocopied for work copies prior to final completion of all information.

GENERAL INFORMATION

1. Insurer/TPA/PPO/HDHP/HMO: _____

2. A.M. Best's Rating: _____

3. Insurer/TPA/PPO/HDHP/HMO authorized to do business in Florida? _____

4. Proposer _____ Toll Free Telephone: _____

Contact Name: _____ Telephone #: _____

Fax #: _____ Location: _____

5. Insurer approved in accordance with Florida Statutes; documentation provided? _____

6. One original and 7 copies of proposal and electronic file submitted and valid for 60 days? _____

7. Are sample contracts, forms, riders provided for analysis? _____

8. Will you provide 120 days notice of non-renewal and rate/cost change? _____

9. Will 60 days notice of termination by the Bay County School District be acceptable? _____

10. Will you, in addition to providing mandated COBRA benefits (If applicable), make conversion benefits available to participants entitled to continue similar coverage without evidence of insurability, as prescribed by Florida law? _____

11. Are there any services desired in this RFP for which you do not have the "in-house" capability to perform work and for which you will subcontract? _____

Explain: _____

	<u>Yes</u>	<u>No</u>
12. Does your proposed program comply with all applicable Florida and Federal Statutes regarding insurance of group benefits, and will you assure future compliance?	_____	_____
13. Will you provide general administration services as requested for the benefits plan?	_____	_____
14. Have you enclosed your proposed administrative contract?	_____	_____
15. Are you agreeable to negotiation to contract terms?	_____	_____
16. Will you assist in the enrollment process and conduct employee benefit meetings, including presentation of plan information, if your participation is requested?	_____	_____
17. Will you provide a plan document, and certificates or booklets, and any other appropriate literature to describe the benefits to employees?	_____	_____
18. Will the literature be distributed to employees in layman's terms, and be subject to approval by the District?	_____	_____
19. Will you perform the claims service requested by the District?	_____	_____
20. Will you make a toll-free telephone number available to District and plan participants to call you regarding problems, questions, etc.?	_____	_____
21. If the answer to the above question is no, will the District and plan participants be allowed to call you collect?	_____	_____
22. If applicable, have you provided a sample of your claims forms and a sample of the Explanation of Benefits (EOB) form you send to participants and their providers?	_____	_____
25. Are the above forms available electronically?	_____	_____
26. Have you submitted a listing and sample copies of the variety of claims reports and other management reporting systems available to the District?	_____	_____

27. Have you stated which of the available claims reports and other management reporting systems you are including within the costs of your proposal? _____
28. Have you provided specifics about your capability and cost to Modify existing report formats to comply with the District desires for premium/claims experience information? _____
29. Have you provided evidence of your Comprehensive General Liability, Business Automobile Liability and Worker's Compensation insurance in the required limits? _____
31. Have you stated all differences to the existing plans? _____
32. Do you agree to waive the actively at work provision for the coverage(s) you are quoting? _____
33. Do you agree to waive non-confinement provisions for dependents? _____
If not, please explain provision.

34. What is the location and staffing of the claims office that will serve the District?

35. What will be your frequency of claims payment? _____

36. What is the approximate time service that may be expected for claims payments?

37. State and define your claim turn-around time. _____
38. List here the name(s) of any District employees or Board members who own, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

39. List here the name(s) of any officer, director or agent who is also an employee of the District.

40. Identify the earliest date you will accept a disclosure statement for a binding agreement of coverage? _____

41. Please provide group name and contact numbers for two terminated groups in our area that your company serviced within the previous two-year period?

42. Please provide the group name (county), total members, contact name and phone number for all School Boards in Florida that your company currently insures. Please specify those located in the Florida panhandle area?

