



**Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405
850-767-4208**

Request For Proposals (RFP)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT):

March 27, 2018

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 Bids may not be withdrawn for 90 days after due date.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 will not be read at bid opening (Florida Statute 119.071 2.)

ITB NO.:

18-07

RELEASE DATE :

February 27, 2018

**POSTING DATE FOR AWARD
RECOMMENDATION:**

(on or about) **04/05/18**

BID TITLE:

Flexible Spending Account (FSA) Administration

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 as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Fax Number:

Contact Number:

E-Mail Address of Authorized Representative:

Telephone 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 Invitation To Bid (ITB), 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 Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB 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 ITB 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)

Title (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. Posting will be on about **April 5, 2018**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance 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".

Section 3, General Conditions

1. SEALED BID REQUIREMENTS: Section I, the "Bidder Acknowledgement Section", must be completed, signed and submitted with the bid, the Bid Sheet(s), and any other pages upon which information is required must be completed and submitted with the bid. The District reserves the right to reject any bid that fails to comply with these submittal requirements. It is the bidder's responsibility to assure that his bid is delivered at or before the appointed time and to the appropriate place of bid opening. THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS NOT SO DELIVERED. The completed bid must be submitted in a sealed envelope with the name and bid number clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department on or before the bid due date and time to be considered. Bids not meeting this requirement will be returned unopened to the bidder. All corrections must be initialed.

2. ADDENDUM: Any changes to bid specifications will be communicated in writing by the Board. No change will be considered binding unless so provided.

3. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

4. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

5. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

6. PRICING QUOTED: Prices shall be firm, net of all discounts and in the units specified. All prices shall include delivery charges, FOB Destination (bidder pays and bears freight charges.) Award will be in accordance with the terms and conditions stated herein.

a) The District does not pay Federal Excise and State Taxes. The applicable exemption number is shown on the purchase order.

b) Bidders are expected to examine all specifications, delivery requirements, bid prices and extensions and all instructions. Failure to do so will be at bidder's risk.

7. ALTERNATE PRODUCTS: Bidders offering quotations on items other than the specified brand and model number shall provide complete descriptive literature in sufficient detail to indicate clearly that the item bid meets or exceeds the specifications. Failure to supply such information may result in rejection of your bid on the item in question. The District may require provision of a sample. The Board reserves the right to determine the acceptability of any item offered as an equivalent to a specified item.

8. SAMPLES: When samples are called for, they must be provided free of expense to the Board. Samples will be provided in the quantity and to the place specified. If not destroyed in evaluation, a bidder may have samples returned at their expense. The Board will dispose of any samples not claimed within 60 days of bid opening.

9. AWARDS: In the best interest of the District, the District reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

10. SUBSTITUTIONS: The District WILL NOT accept substitute products of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the District. Any shipment of substitute products will be returned at the Awardee's expense.

11. PACKING SLIPS: It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

12. NOTE TO VENDORS DELIVERING TO RL YOUNG WAREHOUSE: Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 3:00 p.m. CT. Vendors must call ahead to 850-767-4206 to schedule delivery.

13. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

14. PAYMENT: Payment will be made within 30 days of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt of goods or services by the ordering cost center. Invoices shall bear the purchase order number.

Assignment of payment: Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board.

15. ASSIGNMENT: Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the District Purchasing Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from the District.

16. EXTENSION: In addition to any extension options contained herein, the District is granted the right to extend any award resulting from this bid for the period of time necessary for the District to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the District's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

17. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

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

19. PROTEST OF SPECIFICATIONS OR BID: ITB specifications were posted on the date noted on the cover sheet. 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 specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

20. INSURANCE: Bidder, by virtue of submitting a bid, affirms full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that Bay District Schools shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

21. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

22. BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the

bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

23. CANCELLATION: In the event any of the provisions of this bid are violated by the contractor, the Purchasing Department shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the Superintendent for immediate cancellation.

24. TERMINATION: This contract award may be terminated with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, the District shall not be obligated to pay for any services beyond the effective date of termination.

25. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the District.

26. TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. In-county preference
2. Company receiving larger dollar award of the bid
3. Coin toss.

27. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders may be made via phone or fax for direct delivery and billing to the requesting work location. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

28. NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or

Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in: a) for a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award. b) All departments being advised not to do business with vendor

29. CONE OF SILENCE: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated Purchasing Department contact unless so notified otherwise by Purchasing Department contact. Any vendor or lobbyist who violates this provision may cause their bid to be considered non-responsive and therefore be ineligible for award.

30. FINGER PRINGTING AND BACKGROUND CHECK: The vendor/contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on schools grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay County Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay County Schools Safety & Security Department.

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

When: Mon-Fri, between the hours of 7:30am-4:00pm
Point of Contact: Kathy Williams @ 850-767-4347

31. FIREARMS & WEAPONS:

The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115 .

32. UNAUTHORIZED PERSONNEL:

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

33. LOCAL PREFERENCE IN PURCHASING:

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

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

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

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

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

2. A qualified and responsive Local Business that does not have a principal place of business located within Bay County Schools and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).

(c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

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

Local Business definition. For the purposes of this section, "Local Business" shall mean:

1. has had a fixed office or distribution point located in and having a street address within Bay County Schools for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposal by the District; and

2. holds any business license required by Bay County Schools and, if applicable, a municipality within Bay County Schools.

34. CONFIDENTIALITY: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of

the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

35. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or be a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.133) Proposer shall execute the attached form, Attachment A.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or

suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this bid, 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 or agency.

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 bid.

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

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

39. Appropriation of Funds: In accordance with Florida Statute 1011.14, funding is subject to appropriated funds.

Part II Special Conditions

Section 4 Background

The School District of Bay County, Florida (District) solicits your company to submit a proposal for Flexible Spending Account (FSA) Administration as listed in this proposal request. All terms and conditions below are a part of this proposal request. No proposals will be accepted unless these terms and conditions have been met.

Section 5 Instructions to Proposers

- 5.1 Proposers must submit proposals on this form and in the format requested hereafter, and, proposals must be received in the Purchasing Department, Bay District Schools, 1150 West 17th Street, Panama City, FL 32405, no later than **2:00 PM CT on March 27, 2018**. The proposer is solely responsible for the timely delivery of their bid.
- 5.2 Bids by e-mail, fax, telegram, or verbally by telephone or in person **will not** be accepted.
- 5.3 The opening will be public on the date and time specified on the RFP coversheet.
- 5.4 All proposals received after the time indicated will be rejected as non-responsive and returned unopened to the sender. The public opening will acknowledge receipt of the proposal and list those responding. Other details concerning the proposals **will not** be announced.
- 5.5 All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first.
- 5.6 One (1) manually signed original, seven (7) complete copies of the written response, and, one (1) electronic copy on USB drive shall be submitted in a sealed envelope or package that is clearly labeled on the outside of the package **"RFP No. 18-07, Flexible Spending Account (FSA) Administration, Due March 27, 2018 at 2:00 PM CT"**. The legal name, address, proposer's contact person, and telephone number should also be clearly noted on the outside of the proposal package.
- 5.7 All proposals must be signed on the RFP coversheet by an officer or employee having authority to legally bind the proposer.
- 5.8 Proposers should become familiar with any local conditions, which may in any manner, affect the services required. The proposer is required to carefully examine the RFP terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 5.9 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 5.10 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, with pricing good for a period of six (6) months, to provide the District with the products specified in the bid.

- 5.11 This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.
- 5.12 The RFP is for District to obtain proposals from the available markets to help improve plan design, cost and overall service. The District is not requesting proposal from other brokers, agents and/or consultants during this process. All proposals will be reviewed by our current consultant - Fisher Brown Bottrell Insurance. All proposals should be provided directly from the carrier(s) through our consultant Fisher Brown Insurance or Purchasing Department.

Section 6 Format for Responses

Responses to the RFP must be in the following format and order. If you are not submitting a proposal for a particular service, include the tab for that section with a "NO BID" response.

Tab 1 – Required Forms

RFP Coversheet
Drug Free Workplace Form
Public Entity Crime Sworn Statement
Conflict of Interest Disclosure Form
Local Preference in Purchasing Form
State of Florida Licensure
Proposal Questionnaire

Tab 2 – Flexible Spending Account Proposal

Include information relative to the scope of services for Section IV – Model Program for Flexible Spending Account Administration.

Tab 3 – Sample Documents

Contracts, Explanation of Benefits, plan documents, certificates/booklets, monthly and annual paid claim reports, high cost claim reports, provider utilization reports, forms and other marketing materials.

Tab 4 – References

Refer to Part 2, Section 17, Page 11 for requirements

Section 7 Inquiries

Board Policy prohibits potential proposers from contacting District personnel, including the Superintendent and Board Members, relative to this RFP. **Any questions concerning conditions and specifications must be submitted in writing and received by Rick Young, Purchasing Agent, no later than 4:00 PM, CT, March 13, 2018 via email youngra@bay.k12.fl.us.** Questions received in writing by the time and date specified herein will be answered in an Addendum no later than 4:00 PM March 16, 2018. Neither Mr. Young nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written bid request document.

NOTE: All Bay District Schools' facilities will be closed for Spring Break from March 19 – 23, 2018.

Any addenda issued to this bid request, will be posted to the Purchasing Department Website. To access go to: <http://www.bay.k12.fl.us/business/Purchasing/BidRequests.aspx> prior to submitting the response. It shall be the sole responsibility of each proposer to contact the Purchasing Department (850) 767-4208 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

No verbal or written information, which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

Section 8 Term of Contracts

The coverage/contracts resulting from this proposal shall be as follows:

- Twenty-four (24) month period beginning January 1, 2019 and ending December 31, 2021. Upon mutual agreement of the School Board and Service Provider(s), coverage/contracts may be extended for four additional one (1) year periods, or three (3) additional one (1) year periods if an initial twenty-four (24) month period is applicable.

Either party may cancel the contract(s), without reason, with written notification. Cancellation must be in writing and received one hundred and twenty (120) days prior to December 31st of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. The resulting contract from this proposal may be canceled by the District, at any time, for the Contractor's failure to comply with proposal specifications. Funding for this proposal is subject to availability of appropriated funds. Invoices are to be broken down and detailed as per items listed on proposal form and will be audited for the length of your contract with the District.

Currently we have 2,796 eligible employees with 188 participating in the medical spending account and 21 participating in dependent care reimbursement.

Section 9 Minimum Qualifications of Proposer

Proposals will be accepted from financially sound insurers authorized to do business in the state of Florida. A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this solicitation. Failure to provide evidence of current licensure, certification or other evidence of legal authority to do business in the matters of this solicitation may render your offer non-responsive.

Section 10 Conduct of Proposers

See General Conditions- Number 29, Cone of Silence, and Special Conditions- Section 7, Inquiries.

Section 11 Evaluation and Award

The proposal review committee will select one (1) or more proposer(s) for each product based upon the evaluation criterion below. The Committee will select the carriers it deems most qualified as finalists and will conduct simultaneous negotiations with each vendor regarding cost, coverage, quality and service and will recommend to the School Board an award of the contract to the vendor(s) that provide the most responsive and responsible proposal that is most advantageous to the District.

Flexible Spending Account (FSA) Administration

EVALUATION CRITERION

Cost - Although cost will be a major consideration in evaluating proposals, it will not be the only consideration. Cost will include (but not be limited to) disclosure of rates/premiums, services cost and claims cost, cost guarantees. For self-insured options, cost will include stop loss terms, administration fees and other cost components.

Service/Customer Service - The administration capabilities and experience of Proposers. This includes such items as enrollment assistance, service responsiveness, communication with the School Board staff on program administration, quality of billings and experience reports, Internet website, attendance at District Insurance Committee and School Board meetings/events (if requested), willingness to engage in at-risk performance guarantees, etc.

Reporting Services – Quarterly and annual reports of paid claims, quality of experience reports and developing ad-hoc reports.

Stability - Financial stability of the Proposer, A.M. Best ratings (if applicable), the number of years in business, etc.

References – The input received from references contacted and the relevant experience such references display.

Presentations – Presentations may be requested of the top ranked vendors. The quality of the presentation and the information provided about the proposal and expectations for service to the School Board.

This RFP solicits proposals for multiple coverages/services. Each proposal received will be severable unless the proposal indicates that the coverages/services are required to be purchased together. It is the Proposer's responsibility to explain such details in the proposal.

The District anticipates entering into a contract with the Proposer or Proposers who submit the proposals judged by the District to be most advantageous.

The Proposer understands that this RFP does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until proposals are reviewed and accepted by the District and executed by all parties.

The District reserves the right to reject all proposals, to waive any informality, to negotiate with vendors, and to solicit and re-advertise for other proposals.

Section 12 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes that may arise between person(s) submitting a response to RFP hereto and the District by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations that may be applicable.

Section 13 Liability

The supplier shall hold and save the District, its members, its officials, officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from this RFP.

Section 14 Audit Records

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the School Board under any contract resulting from the RFP, and agrees to provide a financial and compliance audit to the School Board or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this RFP.

Section 15 Retention of Records

Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the District upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by Contractor within the State of Florida at an address to be provided, in writing, to the District within thirty (30) days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall inform the District of the location of all records pertaining to the contract resulting from this RFP and shall notify the District by certified mail within ten (10) days if/when the records have been moved to a new location.

Section 16 Proposal Questionnaire

Proposers should complete the Proposal Questionnaire Part V 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 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.

Section 17 References

Proposers should provide at least five (5) references for whom similar coverage/services have been provided in the past three years. References from the District's general geographic area and from similarly sized Florida counties, municipalities and/or other governments are preferred.

Section 18 Deviations from the Model Program

The contract terms and conditions stipulated in this RFP are those desired by the District, and preference will be given to those proposals in full or substantial compliance with them. All deviations from the model program must be clearly identified and stated in the proposal.

Section 19 Multiple Lines of Coverage

Include, in writing, all discounts available through bundling or combining proposed products with other lines of coverage including medical, if applicable.

Section 20 Acceptance of Electronic Enrollment

Successful Proposer must have the capability of accepting electronic enrollment data and working cooperatively with contracted Benefit Admin system, the District's current vendor who provides on-line benefits administration and enrollment services. Proposer must be willing to accept weekly files from Triune Technologies.

Part III Common Contract Provisions

PROVISIONS INCORPORATED BY REFERENCE

This Part III contains requirements and endorsements, which are common to more than one (1) coverage or service. The contract requirements and endorsements set forth in this Part III are incorporated by reference in such sections. Those provisions, which are identified as endorsements, are to be included verbatim in the insurance policy or contract.

PROHIBITION OF WARRANTY ENDORSEMENT

The Company acknowledges that the District has made a reasonable attempt to provide the Company with relevant and appropriate rating exposures and loss data. The Company therefore waives any right of denial of coverage or avoidance of the contract based upon any expressed or implied warranty or representation (whether written or oral) that the rating exposures and loss data provided disclose all exposures or data known to exist.

SOLE AGENT ENDORSEMENT

It is agreed that the District shall be the Sole Agent with respect to payment, cancellation, and notice with respect to the Contract between the District and the successful Proposer(s). Any notice with respect to the foregoing shall be sent in writing to:

Bay County School District
Rick Young, Purchasing Agent
1150 West 17th Street
Panama City, FL 32405
850-767-4208

HOLD HARMLESS/INDEMNIFICATION PROVISION

The successful Proposer shall hold harmless, indemnify and defend the District, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed hereunder, whether or not due to or caused by negligence of the District, its members, officials, officers or employees, excluding only the sole negligence of the District, its members, officials, officers and employees.

TERMINATION AND NON-RENEWAL ENDORSEMENT

Notwithstanding any provision in this Contract to the contrary, except with respect to cancellation of this Contract for non-payment (for which at least sixty (60) days' written notice shall be provided), the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this Contract except:

- A. as of the end of the twelve (12) or twenty-four (24) month anniversary of this Contract, whichever is applicable; and
- B. then only when such action is to be effective at least one hundred and twenty (120) days after receipt by the District, of valid written notice from the Company of the Company's intention with respect to such cancellation, nonrenewal, restriction of coverage, or restriction of the Company's contractual obligations.

The Company may not effect cancellation of this Contract for non-payment of premium until at least sixty (60) days after receipt by the District, of valid written notice from the Company of the Company's intention with respect to such cancellation.

The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to:

Bay County School District
Rick Young, Purchasing Agent
1150 West 17th St
Panama City, FL 32405
850-767-4208

This Contract may be canceled at any time at the request of the District, by written notice to the Company stating when thereafter cancellation is to be effective. If the District is required to provide advance notice to the Proposer of cancellation or non-renewal, the required notice should not exceed sixty (60) days. In the event of termination of this Contract, for whatever reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to the District, within thirty (30) days from the date of termination.

RERATING ENDORSEMENT

Notwithstanding any provision in this Contract to the contrary, the Company may not affect any increase of rates or other consideration applicable to this Contract except:

- A. as of the end of the twelve (12) or twenty-four (24) month anniversary of this Contract, whichever is applicable; and
- B. then only when such increase is to be effective at least ninety (90) days after receipt by the School Board, of valid written notice from the Company, stating specifically the amount of change proposed. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Contract, shall **not** constitute a valid notice.

The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:

Bay County School District
Rick Young, Purchasing Agent
1150 West 17th Street
Panama City, FL 32405
850-767-4208

PROVISION OF LEGAL DEFENSE

Please indicate the extent to which the Proposer will provide a legal defense and/or pay claims in the event of suits by plan participants.

Part IV
Model Program for
Flexible Spending Account (FSA) Administration

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 Proposer's files and procedures as they relate to the District.

ELIGIBILITY & ENROLLMENT

Coverage must match the District's current eligibility requirements, including coverage for retirees, as outlined in the School Board'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 each plan design and monthly premiums rates for each plan design must be honored as proposed even if there is a substantial change in plan design choices at enrollment.

SCOPE OF SERVICES

The successful Proposer shall perform all services indicated below Administrative Services and Additional Services. Proposals must include claims administration, provide debit card and utilization review services. Any sub-contracted services to be provided in connection with these requirements must be identified in the proposal.

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, summary statements, online access and personalized account statements.

ADMINISTRATIVE SERVICES

Except for the collection of premium 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 successful Proposer shall accept and settle or deny all reported claims.
2. Furnish an electronic version of the certificates/booklets for the District to use on their website.
3. Issue Flex cards within three (3) calendar weeks (plus four (4) days' mailing time) after completion of open enrollment periods or after new hire electronic enrollment records are received. Flex cards will be mailed directly to members.
4. Provide enrollment assistance, including educational materials pre-approved by the District in advance of distribution, to the District during open enrollment period on an annual basis. These tasks may include requiring Proposer representatives to attend scheduled benefit/enrollment meetings if needed.
5. Assign a staff person as the District's account representative.
6. Verify claimant's eligibility for benefits based on eligibility requirements furnished by the District.
7. Maintain covered dependent information by dependent's name, date of birth, gender, and relationship to insured and social security number.
8. Prepare a monthly report on any covered dependents (excluding dependents who are mentally and physically handicapped) who will be turning age twenty-six (26) the following month. Provide a copy of this report to the District within five (5) working days from the end of the reporting period.

9. Maintain the confidentiality requirements of Florida law by having adequate systems security features.
10. Turnaround 95% of all "clean" claims within ten (10) working days and 100% of all claims within thirty (30) working days. A "clean" claim is a claim submitted with all needed information for proper processing and adjudication.
11. Prepare and furnish the District with quarterly exposure and loss data statistics.
12. Establish and maintain a toll-free line for employees. This line should be operational from at least 8 a.m. to 6 p.m. (Central Time). A voice mail system or equivalent system should be available to take off-hour or weekend calls.
13. Administer the plan on a detail billing remittance basis by division, separated by active employee.
14. Conform accounting procedures and practices to generally accepted accounting principles.
15. Maintain proper records for tax reporting purposes.
16. Prepare, 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.
17. Provide assistance with regard to: (1) problems arising in connection with insurance laws, (2) tax aspects of the Plan, (3) litigation arising out of the administration of the Plan, and (4) any other legal matters that may arise in the course of the operation of the Plan.
18. Establish claim denial and grievance procedures, which are clearly communicated to members. Grievance procedures should be consistent with all applicable federal and state laws, rules and regulations. Proposer will be responsible for adjudication of claims appeals/grievances.

ADDITIONAL SERVICES

1. Supply all postage required to service the District's account.
2. Maintain all records of business transacted in accordance with this RFP. At the end of the contract period, all documents, papers, records, canceled checks and claims history shall be captured in such a manner for media storage and delivered to the District.
3. Provide access to archived data within ten (10) working days of a request by the District.

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 identification cards, at and subsequent to initial enrollment.
- Timely delivery of plan documents.
- Claims turnaround time Accuracy of claims coding and payments.
- Telephone response time and abandonments.
- Quality of service to plan participants, as measured by periodic surveys.
- Quality and timeliness of claims experience reports.

Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms, and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

Part V Proposal Questionnaire

Please complete Proposal Questionnaire as the information applies. Type or hand write 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.

Administration Information

1. Company Name: _____
2. Sales Representative: _____
Sales Representative Contact Information: _____
3. Customer Service Center Location: _____
Customer Service Hours: _____

Participation

4. Number of Benefit Eligible Employees: _____
Number of Health Care Participants: _____
Number of Dependent Care Participants: _____
TOTAL Unique Accounts: _____

Core Services - Fees

5. Annual Renewal Fee: _____
Implementation/Set-Up Fee: _____
FSA Administrative Fee (PPPM): _____
Benefits Card Fee (PPPM): _____
Rate Guarantee: _____

Estimated Annual Fees

6. Estimated First Year Fees: \$ _____
Estimated Second Year Fees: \$ _____

Additional Services – Indicate if the services are included and any associated fees

7. Electronic Education Materials: _____

Grace Period Administration Fee: _____

Form 5500 Preparation: _____

Creation of Flex Plan Document: _____

Non-Discrimination Testing - One Time Annually: _____

If there are additional fees for services not included in your standard service offering, please note those services and applicable fees in the section below.

Organization / Staffing

8. What is your best estimate of the average experience (in years) of your claims examiner staff?

9. Does the client have a dedicated Account manager with a direct dial phone number and/or e-mail address - or - is it a call center with a different representative each time?

10. How many clients are your account managers responsible for servicing? How is their book of business determined?

11. Please describe your account management structure.

Automated Claim System and System Interfaces

12. What type of claim system is utilized?

13. How long has the system been in place?

14. What is the average downtime for the claim system? When are updates to your claims system completed?

15. Are eligibility records contained within the same system?

16. Which payroll and benefit management vendors do you currently receive eligibility files from?

17. Is your customer service center outsourced in the US or overseas?

18. Please describe your online capabilities for participants and the employer.

19. Do you require that clients provide payroll reports for reconciling per payroll deposits?

20. If yes to question 19, do you reconcile your system to the client's payroll feed after each feed and do you provide an error report showing discrepancies?

Flexible Spending Account Administration

21. What is the content and timing of your standard reporting package to the employer? Please provide a sample reporting package.

22. Do you provide a benefits card?

23. What are you actively doing to assist clients in reducing benefit card substantiation requests? What is the frequency that you send benefit card substantiation requests?

24. Please describe the substantiation process from the time of swipe until you receive or don't receive the requested documentation.

25. What is your standard turn-around-time for Flexible Spending Account claim reimbursement?

26. Do you send additional correspondence to participants as the plan year-end approaches advising them of the use-it-or-lose-it provision? For the grace period?

27. Describe your grace period procedure. Please be clear how it applies to benefits card transactions.

28. Do you require that you administer the run out period for clients that have the \$500 rollover in place? Why or why not?

29. Describe your billing/banking procedures. When participants terminate, do you keep them on the bill for a certain amount of time? If yes, please specify.

Compliance

30. Please describe your non-discrimination testing process? Please include what is provided to the client to assist with data gathering. Additionally, do you require that your clients complete any of the test independently?

31. Please list all tests conducted by you as the administrator.

32. Do you offer any other compliance services in relation to document preparation, advice, etc...

33. Do you have a dedicated compliance team? If yes, how many people comprise that team?

Mobile Application

34. Do you have a mobile application that allows participants to submit claims for reimbursement?

35. Can participants substantiate benefit card swipes via your mobile application?

36. Is your mobile application available for products other than FSA?

Performance Standards

37. Average customer service hold times:

38. Average customer service e-mail response time:

39. Average call speed to answer time:

40. Account manager turnaround time for inquiries received:

41. Average claim processing turnaround time (Electronic and Paper):

42. Claim payment accuracy rate:

Part VI

Plan Guidelines and Limitations

SOURCE OF INFORMATION

The School District of Bay County, Florida, and current vendors and carriers supplied all data and statistical information. In some instances, data was retyped for clarity. If there are omissions, additional data is not readily available.

APPENDICES

- Appendix 1: Plan Summary
 - a. Annual Limits
 - b. Grace Period and/Carryover
- Appendix 2: Active Employee Census
- Appendix 3: FSA Enrollment Report
 - a. Active Employees
- Appendix 4: Required forms (attached)
 - Proposer's Warranty, Attachment A
 - Public Entity Crime, Attachment B
 - Drug-Free Workplace Certification, Attachment C
 - Conflict of Interest Disclosure, Attachment D
 - Local Preference Request, Attachment E

ATTACHMENT A - PROPOSER'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the firm submitting the proposal; (b) he/she has fully read and understands this RFP #18-05 and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the firm has no objection to incorporating the Request for Proposal and its response to it as an attachment to any the contract entered into between Proposer and the Client for the claims auditing services.

Name of Firm

Signature

Name (Print or Typed)

Email Address

Date

Address

City, State & Zip Code

Telephone

Fax Number

**ATTACHMENT B – PUBLIC ENTITY CRIME STATEMENT
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

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

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this _____ day of _____, 2016.

NOTARY PUBLIC

My commission expires:

Notary Stamp

ATTACHMENT C - DRUG-FREE WORKPLACE FORM

The undersigned Proposer hereby certifies that it does:

(Name of Business)

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 action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, 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 required 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 Paragraph 1 thru 5.

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

Proposer's Signature

Date

ATTACHMENT D – CONFLICT / NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned Proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
- ☐ The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contract, or property interest for this project.

CHECK ONE

- ☐ The undersigned Proposer, has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned Proposer, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past (10) years.

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Company Name

Authorized Signature

Name (Print or Typed)

Title

Date

ATTACHMENT E – CLAIMING LOCAL PREFERENCE

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our MAIN/HOME OFFICE is located in Panama City. It is located at:

_____.

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

_____.

Additional Comments:
