



**School Board of
Levy County**
 Personnel Department
 480 Marshburn Drive
 Bronson, FL 32621
 Voice (352) 486-5231 Fax (352)486-5237
 www.levy.k12.fl.us

**Request for Proposal
(RFP)**

REQUIRED RESPONSE FORM
 Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 40 pages	PROPOSALS WILL BE OPENED September 1, 2016 - 3:00 pm and may not be withdrawn within 90 days after such date and time.	PROPOSAL NO. 17-04
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MAILING DATE: August 1, 2016	Medical Fully Insured Health Plan
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME	POSTING OF PROPOSAL TABULATIONS Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).
VENDOR MAILING ADDRESS	
CITY-STATE-ZIP	
AREA CODE	
TELEPHONE NUMBER:	
TOLL-FREE NUMBER:	
FAX NUMBER:	
INTERNET EMAIL ADDRESS:	

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School Board of Levy County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School Board of Levy County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.

AUTHORIZED SIGNATURE

TYPED NAME OF PERSON SIGNING

Public Domain
 I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

*I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. **REQUEST FOR PROPOSAL***

This RFP, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School Board of Levy County, hereinafter referred to as the School District or SBLC.

SEALED BIDS: Sealed bids will be received in the Personnel Department until the date and time as indicated above. Proposals will be opened publicly in the Personnel Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School Board of Levy County, Personnel Department, 480 Marshburn Drive, Bronson, FL 32621. Outside of envelope shall plainly identify proposal by: PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING. It is the sole responsibility of the bidder to ensure their proposal reaches the Personnel Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

AWARDS: In the best interest of the School District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED PROPOSALS: The number of copies listed in Section 2.5 and this executed Required Response page must be returned with the RFP in order for the proposal to be considered for award. All proposals are subject to all the conditions specified herein and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - A. **TAXES:** The School Board of Levy County is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
 - D. **USE OF OTHER CONTRACTS:** The School District reserves the right to utilize any other School District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The School District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
 - E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the School District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The School District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the School District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Personnel Department, School Board of Levy County.
 - B. When required, the School District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the School District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the School District is found to be defective or does not conform to specifications, the School District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the School District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

11. **MANUFACTURER'S CERTIFICATION:** The School District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **PROPOSAL ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute L442.102 (21) shall furnish to the Personnel Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
 - D. The emergency procedure for spills, fire, disposal and first aid.
 - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.
14. **OSHA:** The bidder warrants that the product/services supplied to School Board of Levy County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of School Board of Levy County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the School District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, and PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the School District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the School District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any School District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, Davis Bacon Act and any applicable environmental regulations.

Table of Contents

1. INTRODUCTION	5
2. INSTRUCTIONS TO PROPOSERS.....	5
3. REQUIRED PROPOSAL FORMAT.....	9
4. AWARD	10
5. CONTRACT PERIOD.....	11
6. PAYMENT TERMS	11
TERMS AND CONDITIONS.....	11
SCOPE OF SERVICES	19
ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION.....	21
ATTACHMENT B - REFERENCES.....	22
ATTACHMENT C - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT.....	23
ATTACHMENT D - MEDICAL PROPOSAL FORMS.....	25
ATTACHMENT E - STATEMENT OF "NO" RESPONSE.....	30
ATTACHMENT F - DEFINITIONS.....	31
ATTACHMENT G - PROPOSAL QUOTATION FORM.....	32
ATTACHMENT H - EVALUATION RATING SHEET	33

1. INTRODUCTION

The School Board of Levy County (SBLC), located in Bronson, Florida, has approximately 715 full-time employees, retirees, and COBRA participants currently enrolled in the medical benefits program. The School District has provided this program on a self-insured basis since 1/1/2014 with Blue Cross Blue Shield (Florida Blue) contracted as the insurance carrier. Prior to this time, the School District was fully insured for 20+ years.

The current (2016) plan benefits have been in effect since 1/1/2014. The current board contribution is approximately \$6,716 per employee annually. Premiums are remitted over 9 months (excluding June, July, and August). Further, the district also provides a Wellness Center for covered employees. These items are negotiated annually and are subject to change.

1.1. Purpose

SBLC requests written proposals from qualified firms to provide fully insured health plan January 1, 2017. The School District has not bid for this coverage since 2013. The Crowne Group is the designated Agent of Record for SBLC with Combined Benefits Group, Inc. providing consulting services to the district for this project.

1.2. Minimum Qualifications

The Proposer shall hold appropriate occupational licenses/and or other/license/certification required for the applicable service/work being performed. The Proposer shall fully comply with Federal and State laws, County and Municipal ordinances, and regulations in any manner affecting the performance of work. These licenses must be valid at the time of the proposal opening. A copy must be provided with proposal and updated annually. Proposer shall notify SBLC if any change occurs in regards to licenses.

No proposal will be accepted by the District where the insurance coverage is proposed by a person or organization which is not rated by at least one of the following rating firms or which has a rating from any one of the following rating firms which is less than the minimum rating specified below for that rating firm.

Rating Firm	Minimum Rating
A. M. Best	A-
Moody's	Baa3
Standard & Poor's	BBB
Fitch	BBB

2. INSTRUCTIONS TO PROPOSERS

2.1. Authorized SBLC Representative/Public Notices/SBLC Discretion

Proposer's response to this RFP and any inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SBLC will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquiries prior to the Proposal opening time and date. To the extent SBLC determines, in its sole discretion, to respond to inquiry, such response will be

made in writing and will be posted to the www.levy.k12.fl.us website.

School Board of Levy County
 Personnel Department
 480 Marshburn Drive
 Bronson, FL 32621
kalee.wade@levyk12.org
 Ph: 352-486-5231/Fax: 352-486-5237

Solicitation responses, tabulation, and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

2.2. Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If SBLC determines, in its sole discretion, that it is necessary to change any of these dates and times, SBLC may issue an addendum to the RFP. All listed times are Eastern Standard Times.

Date/Time	Action
August 1, 2016	RFP release date
August 25, 2016, 3:00 P.M.	Cut-off for Requests for Clarification and Technical Questions
August 31, 2016, 3:00 P.M.	Proposals Due
September 27, 2016	Tentative Board Approval Date
January 1, 2017	Contract Start Date

2.3. Proposer Inquires

2.3.1. SBLC is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SBLC's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SBLC clarify the term(s) and condition(s), and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SBLC not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquiries. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SBLC's terms and conditions and requirements. SBLC shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kalee.wade@levyk12.org) and will be answered in an addendum that will be issued no later than five business days. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.3.3. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee, representative or officer of the School Board of Levy County concerning any aspect of this solicitation, except in writing to the authorized SBLC representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.

2.4. Pre-Proposal Meeting

None

2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format. Proposals must be received by SBLC's authorized representative in SBLC's Personnel Department located at 480 Marshburn Drive, Bronson, FL 32621, **no later than the date and time shown in Section 2.2, according to the time stamp located in SBLC's Personnel Department.** Proposals or amendments to proposals that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail proposals shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure SBLC's proper receipt of the proposal package by the time specified above. Regardless of the delivery method, it is the responsibility of the Proposer to ensure that the proposal package arrives at SBLC's Personnel Department by the proposal opening date and time specified above. It is highly recommended to use delivery confirmation when mailing packages.

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

The Proposer must submit one (1) original and seven (7) copies, as well as one electronic copy (flash drive or CD). Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled Request for Proposal – Require Response Form. **The submittal containing original signature must be clearly marked "Original".** The proposal must be submitted in a sealed envelope or box, marked **RFP # 17-04: Medical Fully Insured.**

2.6. Proposal Opening Date

Proposals will be opened in the Personnel Office located at 480 Marshburn Drive, Bronson, FL 32621, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule." **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

2.7. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, in accordance with the process and evaluation criteria contained below, by the Proposal Evaluation Committee. **Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.** After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments of Committee members for the evaluation criteria will be added together for a gross total. This total for each Proposer will determine the order of the Proposer's ranking.

ITEM	EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
1.	Proposer's experience and qualifications including specific experience of assigned personnel.	20
2.	Similar experience with other public School Districts and governmental entities.	5
3.	Proposer's ability to perform all services requested in this request for proposal.	20
4.	Proposer's system capabilities, accuracy, efficiency, and plan performance/data analysis reporting.	5
5.	Proposer's ability to provide complete local, statewide, and national network access including high cost specialty facilities with competitive pricing.	20
6.	The cost of professional services as defined in the request for proposal.	20
7.	Quality of client references.	5
8.	Proposer's financial stability, financial ratings.	5
	TOTAL POINTS	100

2.8. Selection Process

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

2.9. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the School Board of Levy County Personnel Department and to the district website, www.levy.k12.fl.us.

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the Office of Personnel:

1. Written notice of intent to protest within 72 hours (three business days) of the posting of

the recommended selection. SBLC shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition 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.

(Note: Florida Statutes 120.57(3) contains the procedure for filing).

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of SBLC, and SBLC shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SBLC with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SBLC’s selection or rejection of a proposal will not affect this exemption

2.12. Economy of Presentation

SBLC is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SBLC, if any.

2.13. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SBLC employee. Only those communications that are in writing from the authorized SBLC representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SBLC.

3. REQUIRED PROPOSAL FORMAT

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SBLC emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other

pertinent matters which the Proposer wishes SBLC to take into consideration in reviewing the proposal. Proposer's sealed response to this RFP must be sent or hand-delivered to SBLC's authorized representative at the address listed in Section 2.1 above.

Proposal Sections (use sections and tabs which are clearly identified).

1. Required Response Form
2. Executive Summary as described in Executive Summary Requirements (3.1)
3. Experience and Qualifications
4. Questions, Attachment F
5. Cost, Attachment J
6. Client References
7. Proposer's Financial Ratings, proof of financial stability
8. Attachments must be clearly labeled with the pertinent section/question number.

3.1. Executive Summary Requirements

Each conforming response will contain an Executive Summary of not more than two pages in length. The purpose of the Executive Summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

3.2. Incorporated References

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

4. AWARD

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked firm or firms (the Board reserves the right to make multiple awards), or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the School District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the Board, at its sole discretion, will be selected. The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal.

5. CONTRACT PERIOD

The initial contract period will be a one (2) year term with the option to renew the contract for additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

6. PAYMENT TERMS

The School District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

TERMS AND CONDITIONS

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The successful proposer(s) shall, in addition to any other obligation to indemnify the School Board of Levy County and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School District, their agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by vendor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by School Board of Levy County to enforce this agreement shall be borne by the vendor.

To the extent required by law, Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS of first invoice and other good and valuable consideration provided by the School District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

8. ACCESS AND AUDITS

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the vendor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto. A purchase order will be released, after award, for any work to be performed as a result of this RFP. The RFP, negotiated term, and the corresponding purchase order will constitute the complete agreement between awarded vendors and the School District.

10. SCHOOL BOARD OF LEVY COUNTY' RIGHTS

The School District reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such Proposer, or anyone in the Proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.
- F. Select and award the contract to the responsive bidder providing the best value to the School District.
- G. If the School District determines additional features, service, modifications, or deletions are needed, and it is in the School District's best interest, the School District may enter into negotiations with the vendor to amend the contract.
- H. Select and award services to more than one vendor if it will serve in the best interest of the School District

11. CANCELLATION OF AWARD/TERMINATION

- A. The School District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The School District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
 - I. The vendor knowingly furnished any statement, representation, warranty, or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.

- II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
- III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
- IV. The vendor violates any federal, state, or local laws.
- V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a period of three years.

12. DEFAULT

In the event that the successful bidder should breach this contract, the School District reserves the right to seek remedies in law and/or in equity.

13. MINOR PROPOSAL EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the SBLC. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14. NON - EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

15. LEGAL REQUIREMENTS

It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply and applicable to the performance of the Work, including but not limited to all laws, rules, regulations, and ordinances pertaining to occupational health and safety. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Vendors doing business with the School District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

16. CONFLICT OF INTEREST

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the School District. All Proposers must disclose the name of any School District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches. Proposed Bidder should disclose any conflicts of interest.

17. PUBLIC RECORDS LAW

All proposal documents or other materials submitted by the Proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

The Proposer will comply with Section 119.0701, F.S. This means that during the contract term, the Proposer will: 1) keep and maintain all public records, as defined by law; 2) provide access to the public records on the same terms and conditions that the School District would provide access to the public records at a cost not to exceed the cost authorized by law; and 3) ensure that exempt or confidential information contained in the public records is not disclosed except as authorized by law.

At the conclusion of the contract, the Proposer will transfer to the School District, at no cost to the School District, all public records in the Proposer's possession and destroy all duplicate public records held by the Proposer that are exempt or confidential. All records stored electronically will be provided to the School District in an electronic format acceptable to the School District.

18. PERMITS AND LICENSES

The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the School District.

19. INTELLECTUAL PROPERTY RIGHTS

The Proposer(s) will indemnify and hold harmless, the School District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School District. If the Proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

20. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any Sub-proposer(s) and the School District. The Proposer(s) will be fully responsible to the School District for the acts and omissions of the Sub-Proposer(s) and their employees. After award of contract, any changes in Subcontractors or Sub-proposers shall require prior School District written approval. If Proposer intends to utilize Subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

21. INDULGENCE

Indulgence by the School District on any non-compliance by the Proposer does not constitute a waiver of any rights under this proposal.

22. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, 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/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer(s) certifies by submission of this RFP, 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.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SBLC. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and SBLC with the same degree of formality evidenced in the contract resulting from this RFP.

24. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by Chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

25. CONTRACT VARIANCES AND EXCEPTIONS

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

26. DISCLAIMER

This RFP is not an offer of purchase. It is a request for product/service information and costs to assist the School District to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Personnel Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

27. ANNUAL APPROPRIATION

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by School Board of Levy County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the

contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

28. JOINT PROPOSAL

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at School District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The School District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29. STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SBLC when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

30. PROCUREMENT RULES

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SBLC's rejection of the proposal.

31. FORCE MAJEURE

Under the resulting contract, if any, neither Purchaser nor Vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided; however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force

Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five days after such party has learned of the Force Majeure and every 30 days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

32. AMENDMENT OF CONTRACT

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and Coordinator of Business Services.

33. GOVERNING LAW AND JURISDICTION

Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the Levy County Courts. The parties hereby waive any objection to such jurisdiction and venue.

34. SEVERABILITY

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void, or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

35. NON-WAIVER OF RIGHTS

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

36. ETHICAL BUSINESS PRACTICES

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

37. PIGGY-BACK, COOPERATIVE PRICING

In accordance with State Board of Education Rule 6A-1.012, please be so notified that any and all other Florida school districts, governmental agencies, municipalities, and Levy County entities are hereby authorized to procure from this RFP, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the School Board of Levy County and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The School Board of Levy County Personnel Department is at all times custodian of this bid.

By signing and submitting a bid to this RFP, your firm acknowledges that it is in full agreement.

38. ADDITIONAL TERMS AND CONDITIONS

38.1. Firm Bids

Personnel may make an award within 90 days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within 90 days, a bid shall remain firm until either Personnel awards the contract or Personnel receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Personnel's sole discretion be accepted or rejected.

38.2. Negotiations

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offeror's proposal as deemed to be in the best interests of the School District.

38.3. Objections And Concerns Regarding Provisions In The Terms and Conditions

The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process. The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

SCOPE OF SERVICES**FULLY INSURED SPECIFICATIONS**

Proposals should include the following:

1. Claims Administration (fully insured)
2. Medicare Advantage Plans
3. Network Access
4. Pharmacy Benefit Management Services
5. Disease Management, Case Management, Utilization Management
6. Health Risk Assessment (including Biometrics) onsite Administration
7. Portal to track wellness points earned for School District incentives
8. Onsite Employee

All fully insured medical proposals should include a flat 1% commission for Crowne Group as Agent of Record.

CURRENT/DESIRED MEDICAL PLAN BENEFITS

All proposers should submit their responses based on the current in-force plan design. Any deviations should be stated separately. Post selection, the School District may consider a review of possible benefit changes.

The School District currently provides only one PPO option (05360) for employees and retirees through Florida Blue. The district would also like bidder to propose alternative options as well such as a HDHP and/or Traditional POS Plan.

MEDICAL CURRENT MONTHLY PREMIUM CONTRIBUTIONS (Paid over 9-months)

The current self-funding rates for the PPO plan is four tiered and as follows:

EE:	\$ 807.87
EE + Spouse:	\$1,631.19
EE + Child(ren):	\$1,405.73
Family:	\$2,172.99

The employee/employer monthly contributions or cost sharing is as follows. There is no School District contribution towards retiree coverage; the retiree pays 100% of the premium.

Current (9-month Premiums)

PPO 5360	Employee Paid	Employer Paid
Employee Only	\$61.62	\$746.25
Employee + Spouse	\$884.94	\$746.25
Employee & Child(ren)	\$592.42	\$813.31
Family	\$1,289.46	\$883.53

2015

PPO 5360	Employee Paid	Employer Paid
Employee Only	\$0.00	\$684.64
Employee + Spouse	\$697.74	\$684.64
Employee & Child(ren)	\$506.66	\$684.64
Family	\$1,156.88	\$684.64

NETWORK

It will be very important for the School District to know how a proposed new network will compare with the current provider network. Proposers are expected to compare their network with the School Districts and to list the provider differences between the networks by way of a disruption report. A geo access report is also being requested to determine the distance of providers from the employee's home location. Exhibit 2 is a census detail with the employee zip codes.

If there are current network providers that are not included in the proposer's network, the proposer should indicate to what extent it will commit to adding such providers.

State to what extent benefits/network access is provided out of the local service area (retiree, student, COBRA participant etc.).

WAIVE ACTIVELY AT WORK

Employees on leave as of January 1, 2017 should not be excluded from the medical plan. Effective January 1, 2017, all members should be taken over on a no loss no gain basis. No loss of benefits should occur as a result of a change in carriers/administrators.

PROFIT SHARING

The current self-insured arrangement with Florida Blue provides for Wellness Benefits to the district. This was also the case while Fully-Insured under Florida Blue. Please describe any Wellness Benefits that can be expected with execution of the contract.

CURRENT PLAN INFORMATION

- Exhibit 1 – Summary of Benefits
Plan 05360
- Exhibit 2 – Medical Census (Excel)
- Exhibit 3 – Medical Census Summary
- Exhibit 4 – Claims Monitoring by Utilization (2014-2016)
- Exhibit 5 – High Claimant Reports (Paid Basis)

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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.

COMPANYNAME_____

AUTHORIZED SIGNATURE_____DATE_____

ATTACHMENT B - REFERENCES

Please submit a list of at least three (3) references, preferably School Districts (similar size and industry) in which you are currently providing similar services or have provided similar services within the past three years.

Current Client Name _____

Client Contact _____

Address _____

Telephone Number _____

Email Address _____

Number of Employees _____

Type of Program (PPO, POS, HMO – Self Insured, Fully Insured)

Date Service Contract Initiated _____

Current Client Name _____

Client Contact _____

Address _____

Telephone Number _____

Email Address _____

Number of Employees _____

Type of Program (PPO, POS, HMO – Self Insured, Fully Insured)

Date Service Contract Initiated _____

Current Client Name _____

Client Contact _____

Address _____

Telephone Number _____

Email Address _____

Number of Employees _____

Type of Program (PPO, POS, HMO – Self Insured, Fully Insured)

Date Service Contract Initiated _____

ATTACHMENT C - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty day advance notice of cancellation is required. The policies must be specifically endorsed to grant the School District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The School District by and through its Risk Management Department and in cooperation with the Personnel Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE SCHOOL DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE SCHOOL DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

Request for Proposal for Fully Insured Medical Insurance for Levy County School Board

RFP # 17-04

If Worker’s Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

1) Vendor is an Independent Contractor.

Signature _____

2) Vendor is an employer in the non-construction industry, who employs less than four part-time or full-time employees.

Signature _____

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify School Board of Levy County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
- C. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Levy County to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Levy County' rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Coordinator of the School Board of Levy County, Florida at (352) 486-5231.

Vendor/Company Name – Print Authorized Signature Date. _____

ATTACHMENT D- MEDICAL PROPOSAL FORMS

PROPOSER'S GENERAL INFORMATION

Correct & Legal Name of Carrier/Proposer:

FEIN/SS#:

Address:

Primary Contact Name & Title:

Telephone Numbers
Daytime/After Hours:

Email Address:

Website Address:

1) Where is the location of the claims payment facility that will service this account?

2) Indicate the name and title of the Account Representative(s) that will service this account and their office location.

3) Does your proposal include a full-time onsite service representative available throughout the year and to assist at Open Enrollment?

SERVICES INFORMATION

4) Indicate the plan or plans you are proposing:
Fully Insured _____

5) Please provide your ratings for the following rating services:
A. M. Best _____
Moody's _____
Standard & Poor's _____
Fitch _____

6) Are you able to administer the plan of benefits currently in place at the School District?
Yes _____ No _____

List any deviations:

7) Will you subcontract any specific work or services?
Yes _____ No _____

If yes, please provide the details (work to be performed, name, address, phone number etc.) for each service/subcontractor.

8) Please provide a sample package of your monthly reports.

9) In addition to the sample monthly report package provided, does your company offer on-line ad-hoc reporting and query capabilities? Are these available for both fully-insured and self-funded plans?

10) Provide a description of your overall data analysis and reporting capabilities to include ad-hoc and specialized reports and the associated costs. Be sure to explain any differences between fully-insured and self-funded plans.

11) What enrollment support will be provided to the School District?

12) Provide sample communication materials that would be used for the enrollment process.

13) The selected carrier will be expected to set-up eligibility/enrollment file feeds with MGM Benefits, Online Enrollment System, to transmit enrollment data beginning with the fall 2016 open enrollment data for a 1/1/17 effective date. Please confirm your process and any required deadlines necessary to ensure the EDI feed is set-up by the School District's deadline.

14) Please provide a statement regarding no loss no gain for all covered members as of 12/31/16. This response should apply to fully-insured and stop loss coverages.

15) Describe the wellness/population health management services offered as part of your proposal.

16) Are there additional wellness services that may be added; describe any associated additional costs.

17) It is expected that the selected carrier/administrator will monetarily contribute in support of the School District's wellness program on an annual basis. What wellness contribution is included within your proposal for 2017, 2018 and 2019? Explain any requirements existing for the use of these funds.

18) The School District is interested in establishing a point system whereby employees can earn incentives based on the points earned throughout the year (wellness activities, HRA, biometrics, health screening, etc.). Do you have capabilities to track points and provide access to the School District and its employees on the status of points earned?

19) Can you conduct an onsite HRA/Biometric event at various School District locations throughout the year? Please explain and disclose any additional costs.

MANAGED CARE NETWORK

20) Explain how the School District will have access to network providers on a statewide and national basis?

21) Do you have network access in all Florida Counties?

22) Did you provide a Geo Access Report? Yes _____ No _____

23) Did you provide a Disruption Report? Yes _____ No _____

24) Did you provide a copy of your current provider directory for Levy, Alachua, Marion, Citrus, Gilchrist, and Dixie Counties? Yes _____ No _____

25) To what extent will your company commit to adding providers who are participating with the current network, but not contracted with your organization?

26) Confirm the number of in-network providers by specialty and County as indicated:

	<u>Levy</u>	<u>Alachua</u>	<u>Marion</u>	<u>Citrus</u>	<u>Gilchrist</u>	<u>Dixie</u>
Adult						
Pediatricians						
Specialists						
Urgent Care						
Hospitals						
Laboratory						
Retail						

MANAGED CARE NETWORK DISCOUNTS

Under this section, discount information should be stated for the 2015 calendar year.

1) State your average primary care physician PPO discount in the local area (Levy and Alachua, Marion, Citrus, Gilchrist, and Dixie Counties).

2) State your average specialist physician PPO discount in the local area (Levy and Alachua, Marion, Citrus, Gilchrist, and Dixie Counties).

- 3) State your average in-patient hospital PPO discount in the local area (Levy and Alachua Counties).
-

4) State your average out-patient facility PPO discount in the local area (Levy and Alachua Counties).

5) State your average prescription drug discounts for retail and mail order, generic, and brand medications.

6) State your dispensing and administration fees per script, if applicable.

7) If rebates are generated, are they retained by your organization or shared with the client? Please explain.

8) Please describe any Performance Guarantees you are offering based on network discounts.

ATTACHMENT E - STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to: **School Board of Levy County, Personnel Department, 480 Marshburn Drive, Bronson, FL 32621.** (Please print or type).

BID/RFP # _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE: _____ EMAIL ADDRESS: _____

We, the undersigned, have declined to respond because of the following reasons:

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

SIGNATURE: _____ Date _____

ATTACHMENT F - DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR/PROPOSER** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
5. **PROCUREMENT** means buying, Personnel, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Personnel pursuant to School District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT or DISTRICT or SCHOOL BOARD OF LEVY COUNTY** means The School Board of Levy County, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with School Board of Levy County, except persons providing goods to a prime contractor whose contract with the School District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.
12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

ATTACHMENT G -PROPOSAL QUOTATION FORM

FULLY INSURED COST SUMMARY

Monthly fully-insured premiums effective January 1, 2017. Please provide fully-insured premiums on a four-tier basis.

Employee Only:	\$ _____
Employee/Child(ren):	\$ _____
Employee/Spouse:	\$ _____
Family:	\$ _____

1) If your organization declines to quote on a fully-insured basis, please state your reason(s) for this decision.

2) Please indicate any expenses the School District may incur as a result of initiating a contract with your organization not stated above.

3) Will you provide a renewal rate cap? If yes, indicate the percentage.

4) Please state the pooling point utilized.

5) Does your proposal include Profit Sharing? If so, explain.

You are required to include the financial breakdown utilized when calculating the premium including, but not limited to retention charges, trend factors, completion factors, pooling charges, ACA fees, etc. This breakdown should be placed directly behind the Cost Proposal in your response.

ATTACHMENT H - EVALUATION RATING SHEET

Company Name _____

Committee Member _____

ITEM	Selection Criteria	Possible Points	Earned Points	Remarks
1.	Proposer's experience and qualifications including specific experience of assigned personnel.	20		
2.	Similar experience with other public School Districts and governmental entities.	5		
3.	Proposer's ability to perform all services requested in this request for proposal.	20		
4.	Proposer's system capabilities, accuracy, efficiency, and plan performance/data analysis reporting.	5		
5.	Proposer's ability to provide complete local, statewide, and national network access including high cost specialty facilities with competitive pricing.	20		
6.	The cost of professional services as defined in the request for proposal. Competitiveness of stop loss insurance quotes.	20		
7.	Quality of client references.	5		
8.	Proposer's financial stability, financial ratings.	5		
	TOTAL POINTS	100		

Comments: _____

Signature: _____ Date: _____