REQUEST FOR PROPOSAL
School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

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(239) 337-8180 Phone

Release Date: Tuesday, July 10, 2012
RFP No.: R127061GN
RFP Title: Benefits Consulting and Actuarial Services
Contact: VirginiaDN@leeschools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than 2:00 p.m. local time on Tuesday, July 31, 2012 and plainly marked RFP No. R127061GN. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST
For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

___ Questionnaire (Attachment A)
___ Reference Form (Attachment B)
___ Insurance Requirements Form (Attachment C)
___ Current Certificate of Insurance as required herein
___ Addenda Acknowledgement Form (Attachment D) and copies of each addendum issued, if any
___ Debarment Form (Attachment E)
___ Drug Free Workplace Certification Form (Attachment F)
___ Public Entities Crime Form (Attachment G) must be notarized
___ Sealed Proposal Label (Attachment H)
___ Proposal Bond in an amount not less than 5% of the Proposer’s maximum possible award included, if Required
___ One (1) manually signed proposal, four (4) copies, and an electronic version in usable Microsoft Word or Excel format on CD/DVD or flash drive as required herein.

Proposer Business Name: ______________________________________________________________

Proposer Taxpayer Identification Number: ____________________________________________________

Address: _____________________________________________________________________________

City, State & Zip Code: ___________________________________________________________________

Telephone: _________________________________________ Fax: _________________________________

Name of Owner or Authorized Officer/Agent: ________________________________________________

Title: _________________________________________ Date: ________________________________

Email Address: ______________________________________ Internet URL: ______________________

Signature of Owner or Authorized Officer/Agent: _____________________________________________

(Proposal must be signed by an officer or employee having authority to legally bind the proposer)

Anti-Collusion Statement/Public Domain: I, the proposer, have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, 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 Submittal Checklist, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereeto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

☐ Insufficient time to respond
☐ Specifications were unclear or restrictive
☐ Could not meet bonding requirements
☐ Our schedule will not permit us to respond
☐ Terms & Conditions were unclear or restrictive
☐ Could not meet specifications

☐ Addendum received too late to respond
☐ Could not meet insurance requirements
☐ We do not offer the product or service requested
☐ Remove our company name from this commodity listing only
☐ Keep our company on the bid list for future bids
☐ Other
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Submittal Checklist</td>
<td>1</td>
</tr>
<tr>
<td>General Conditions</td>
<td>3</td>
</tr>
<tr>
<td>Detailed Specifications</td>
<td>10</td>
</tr>
<tr>
<td>Estimated Timeline</td>
<td>11</td>
</tr>
<tr>
<td>Proposal Submittal (Information to be Included in the Proposal)</td>
<td>11</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>13</td>
</tr>
<tr>
<td>Attachment A – Questionnaire</td>
<td>14</td>
</tr>
<tr>
<td>Attachment B – Biographies</td>
<td>23</td>
</tr>
<tr>
<td>Attachment C – Annual Financial Report</td>
<td>23</td>
</tr>
<tr>
<td>Attachment D – Sample Contract or Agreement</td>
<td>23</td>
</tr>
<tr>
<td>Attachment E – Reference Form</td>
<td>24</td>
</tr>
<tr>
<td>Attachment F – Insurance requirements Form</td>
<td>26</td>
</tr>
<tr>
<td>Attachment G – Addenda Acknowledgement Form</td>
<td>28</td>
</tr>
<tr>
<td>Attachment H – Debarment Form</td>
<td>29</td>
</tr>
<tr>
<td>Attachment I – Drug-Free Workplace Certification Form</td>
<td>30</td>
</tr>
<tr>
<td>Attachment J – Public Entity Crimes Form</td>
<td>31</td>
</tr>
<tr>
<td>Attachment K – Beneficial Interest and Disclosure of Ownership Affidavit</td>
<td>33</td>
</tr>
<tr>
<td>Attachment L – Proposal Mailing Label</td>
<td>35</td>
</tr>
</tbody>
</table>
GENERAL CONDITIONS
Proposer: to ensure acceptance of the proposal follow these instructions

1. **Sealed Proposal Requirements**: The “Request for Proposals” sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by The District. Proposals received that fail to comply with these submittal requirements may not be considered for award.

2. **Definitions**: for the purpose of this Request for Proposals (RFP), the following words and phrases shall have these meanings:
   a) “District” shall mean The School District of Lee County, Florida.
   b) “Proposer” shall mean any person, firm or corporation who submits a proposal pursuant to this RFP.
   c) “Consultant” shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

3. **Proposer’s Responsibility**: It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.

4. **Proposal Submittal**: All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.

5. **Special Conditions**: If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.

6. **Public Entity Crime**: Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.

7. **Specification Variance**: For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.

8. **Requests for Clarifications**: Any and all questions regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.

9. **Delivery of Proposal**: One proposal clearly marked “Original”, copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services. 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
   a) If a proposal is delivered in person, Proposer must follow the District’s security access procedures as follows: park in visitor’s parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
   b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFP.

10. **Proposal Opening**: Proposal openings shall be public at the date and time stated in the RFP at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.

11. **Proposals Received Late**: It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this proposal shall be in effect for four (4) years commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this proposal (or any portion thereof) has the option of being renewed for two (2) additional twenty-four month periods, upon mutual agreement of both parties, under the same terms and conditions.

14. **Lobbying:** Proposers are hereby advised that they are not to lobby with any District Personnel or Board Members related to or involved with this proposal. All inquiries must be written and directed to the Department of Procurement Services.
   a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
   b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.

15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.

16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Consultant catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase “OR APPROVED EQUAL” is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.

17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Consultant, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer’s standard guarantee or warranty shall apply. During the guarantee or warranty period, the Consultant must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Consultant shall make any such repairs and/or replacements immediately upon receiving notice from The District.

18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
   a) Proposers will be evaluated and ranked based on their written responses to the grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
   b) After evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website http://procurement.leechools.net/bids.htm.
   c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.

20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this RFP, any addenda to this RFP, the submitted proposal, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful proposer and the
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control

b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply

c) The effect on pricing or availability of supply is substantial

d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents “extreme” volatility of the marketplace and/or whether the effect on pricing or availability is “substantial” shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, vendor may propose a substitute product to the District. The vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Consultant Performance:** The Consultant shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Consultant shall at all times maintain good discipline and order while on District property. Consultant employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Consultant shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

b) The Consultant’s personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Consultant’s employees shall refrain from using foul, abusive, or profane language on District property.

c) Upon arrival and departure onto any District school campus, the Consultant’s employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

d) The Consultant’s personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Consultant’s personnel shall be aware that it is illegal to have in one’s possession any firearm, illegal drug or alcoholic beverage while on District property.

e) Consultant shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District’s expressed prior written consent.

f) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.

g) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

h) The Consultant shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Consultant.

i) The Consultant shall be responsible for all damages caused by the Consultant and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment.
kins or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

j) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Consultant from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Consultant to condition at least equal to that existing at the time of Consultant’s commencement of any project.

k) Consultant acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Consultant shall coordinate its work so as to cause no unreasonable interference with or disruption to The District’s operations. The District may perform other work related to any particular project at the site by The District’s own forces, have other work performed by utility owners or let other direct contracts.

l) If during the performance of any project, Consultant or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Consultant is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Consultant shall take all actions necessary and required to immediately restore such Utilities service. If Consultant fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Consultant within five (5) business days of written demand for same from The District.

m) Consultant is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Consultant’s responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Consultant shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Consultant shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

When requested, Consultant shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District’s facilities or personal property therein.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.**

25. **Inspection, Identification and Acceptance:** Consultants shall be responsible for delivery of items in new condition meeting specification at point of destination. Consultants shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller’s expense.

26. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful proposers. After acceptance of a proposal, the District will notify the successful proposer to submit a performance bond in the amount specified in the detailed specifications.

27. **Worker’s Compensation:** Consultants shall obtain and maintain during the life of the contract Workers’ Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Consultant shall require subcontractors similarly to provide Workers’ Compensation Insurance.

28. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Consultant, the Superintendent or designee will give written notice to the Consultant stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Consultant that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.

29. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.

30. **Liability:** Where Consultants are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District’s insurance requirements.

31. **Indemnity:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as “non-responsive”, unless vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney’s fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of
them. The Vendor’s obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor’s limit of, or lack of, sufficient insurance protection.

32. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.

33. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne solely by the Proposer.

34. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.

35. **Ethics:** All awarded proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

36. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will not be afforded confidentiality with the exception of “sealed” financial statements.

37. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.

38. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. Upon award of this proposal, if mutually agreed upon between the successful proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other S.W. Florida Cooperative Purchasing Consortium entity.

39. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Consultant will provide two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.

a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.

40. **Liquidated Damages Recovery:** Consultant agrees to the use of Liquidated Damages Recovery in the event the Consultant fails to perform in accordance with contract provisions. On any occasion where the Consultant fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Consultant financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Consultant.

41. **Contact Information:** The Consultant shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during regular business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Consultant shall have access to the site after school hours, on weekends, and during school hours at the discretion of the District Representative. All scheduling shall be coordinated with the District Representative.

42. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.

43. **Consultant Background Screening Requirements:** Consultant will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Consultant and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Consultant providing any services on campus while students are present. The Consultant will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its employees. Consultant will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Consultant will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Consultant agrees that in the event the Consultant or any employee who the Consultant has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Consultant will notify The District within 48 hours of such.

a) The parties agree that in the event that Consultant fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Consultant agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Consultant’s failure to comply with the requirements of this paragraph of the Florida Statutes.
44. **Consultant Process for Fingerprinting:** Upon award, Consultant is required to comply with the requirements of Florida Statutes.

**COST:** $97.25/Fingerprint (Price includes $57.25 for fingerprints, $24.00 for 5 year retention fee, $10 for badge, $6 for processing fees).

**LOCATIONS:**
- Pack & Send
  - 8595 College Parkway, Fort Myers, FL 33919
  - Phone: (239) 433-0747
- UPS Store
  - 8805 Tamiami Trail, Naples, FL 34108
  - Phone: (239) 597-9221

**HOURS:**
- 8:00 a.m. - 5:00 p.m. (M-F); 10:00 a.m. - 4:00 p.m. (Sat)

Consultants must register on-line to schedule fingerprinting and choose their method of payment (credit card or money order). Register at [http://lee.sofn.net](http://lee.sofn.net)
Sealed proposals for benefits consulting and actuarial services will be received from eligible proposers at the School District of Lee County (hereinafter “The District”), Department of Procurement Services, 2855 Colonial Blvd, Fort Myers, FL 33966, until Tuesday, July 31, 2012 at 2:00 PM local time. The purpose of this RFP is to solicit offers from qualified insurance professionals to provide brokerage, consulting, and actuarial services to the District in support of the District’s self-funded health plan and fully insured voluntary benefit programs. Such services will include, but not be limited to: (1) reviewing and advising on appropriate insurance coverage; (2) marketing and placement of insurance, including participating in RFP review and evaluation as requested by the District; (3) reviewing vendor contracts and evidence of coverage; (4) coordinating with other District service providers; (5) participation in joint labor-management benefits committee meetings; and (6) acting as a liaison and an advocate for the District with insurance companies; (7) Providing a supervising actuary for consulting services, experience analysis and valuation of a large self-insured governmental health fund.

The use of subcontractors shall not be permitted.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Ginny Nierop at VirginiaDN@LeeSchools.net and provide the responding proposer name, primary point of contact for this RFP, phone number, and e-mail address.

All proposals submitted shall be on Attachment A, Questionnaire included in the bid specifications, a copy of which may be reviewed or obtained at the Department of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: http://procurement.leeschools.net/bids.htm.

Questions: Questions regarding specifications or intended work shall be submitted in writing to The Department of Procurement Services, Ginny Nierop at VirginiaDN@leeschools.net. Questions are due no later than Monday, July 23, 2012 at 2:00 PM.

The District does not discriminate based on age, race, color, gender, religion, national origin, disability or marital status.

The School District of Lee County
Department of Procurement Services
2855 Colonial Blvd
Fort Myers, FL 33966-1012

BY: /s/ Ginny Nierop
    Ginny Nierop
    Procurement Agent

Publicly posted in the lobby of the Department of Procurement Services on July 10, 2012.
1. Overview: The purpose of this RFP is to solicit offers from qualified insurance professionals to provide brokerage, consulting, and actuarial services to the District in support of the District's self-funded health plan and fully insured voluntary benefit programs. Such services will include, but not be limited to: (1) reviewing and advising on appropriate insurance coverage; (2) marketing and placement of insurance, including participating in RFP review and evaluation as requested by the District; (3) reviewing vendor contracts and evidence of coverage; (4) coordinating with other District service providers; (5) participation in joint labor-management benefits committee meetings; and (6) acting as a liaison and an advocate for the District with insurance companies; (7) Providing a supervising actuary for consulting services, experience analysis and valuation of a large self-insured governmental health fund.

The use of subcontractors shall not be permitted.

The District anticipates awarding a single contract to one proposer for a period of performance of four (4) years plus options for two (2) additional two year renewals. Post award, project work will be distributed at the discretion of the District.

All proposals submitted shall be on Attachment A, Questionnaire included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from the Lee County School District, Procurement Services' website at: http://procurement.leeschools.net/bids.htm.

Due to previous agreement of the District, the following restrictions will apply to any award:

The Vendor under this contract cannot be an individual who was an employee of Gallagher Benefit Services, Inc. or under contract with Gallagher Benefit Services, Inc. to provide employee benefit consulting services to the District from the period of January 1, 2002 to present or a person, firm, partnership or company which employs any person as a principal or greater than 15% owner who was an employee of Gallagher Benefit Services, Inc. from January 1, 2002 to present who provided employee benefit consulting services, whether or not such services were provided to the District. Any Vendor who meets any of the criteria above should not submit a proposal in response to this RFP.

2. Minimum Qualifications: The following requirements are necessary for proposals to be considered for evaluation.

   a. Proposer shall be a licensed insurance broker in the State of Florida. A copy of the license shall be included in the proposal.
   b. Proposer shall be experienced with self-insured governmental plans. Proposer’s letter of transmittal shall delineate self-insured government clients.
   c. Proposer shall have experience working collaboratively with labor/management committees. Proposer’s letter of transmittal shall delineate labor/management committees supported.
   d. Proposer must be full service and provide consulting, actuarial and brokerage services. Proposer's letter of transmittal shall indicate the services provided by the proposer, exclusive of subcontractors.
   e. One or more of the Proposer's proposed actuaries must be a current Member of the American Academy of Actuaries. Documentation illustrating current membership shall be included in the proposal.

3. Questions About the RFP: Any questions concerning the Request for Proposal shall be directed in writing to:

   The School District of Lee County
   Department of Procurement Services
   Ginny Nierop, Procurement Agent
   2855 Colonial Blvd., Fort Myers, FL 33966
   Via fax at (239) 337-8200 or
   E-mail VirginiaDN@LeeSchools.net
All questions must be received no later than **Monday, July 23, 2012 at 2:00 PM.** Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on The District’s website http://procurement.leeschools.net/bids.htm. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

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.

4. **Contract Term:** The District anticipates awarding a contract for four (4) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for two (2) additional twenty-four (24) month periods, for a total duration not to exceed eight (8) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The proposer agrees to this condition by signing its proposal.

5. **Estimated Timeline**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>July 10, 2012</td>
<td>Release of RFP No. R127061GN</td>
</tr>
<tr>
<td>July 23, 2012</td>
<td>Written questions due in the Department of Procurement Services by 2:00 PM, local time</td>
</tr>
<tr>
<td>July 31, 2012</td>
<td>Proposals due on or before 2:00 PM local time</td>
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<td></td>
<td>Department of Procurement Services</td>
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<tr>
<td></td>
<td>2855 Colonial Blvd.</td>
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<td></td>
<td>Fort Myers, Florida 33966-1012</td>
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<tr>
<td>Week of August 6, 2012</td>
<td>Evaluation Committee reviews proposals for short-list</td>
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<tr>
<td>Week of August 13, 2012</td>
<td>Optional interviews, schedule at the District's discretion</td>
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<tr>
<td>August 16, 2012</td>
<td>Insurance Task Force approval</td>
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<tr>
<td>September 11, 2012</td>
<td>School Board Action</td>
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</tbody>
</table>

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered proposers.

Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

6. **Proposal Submittal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the RFP shall be submitted in an 8 ½” x 11”, edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria utilizing the applicant proposer’s phrasing to complete the requested listing. Include one (1) original, manually signed proposal, four (4) copies, and an electronic version on CD/DVD or flash drive identical to the original. Attachments shall be completed in a usable Word or Excel format (e.g. with no locked cells; Adobe PDF is not acceptable). **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**

6.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
6.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

6.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. Indicate any and all variances from the RFP specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the RFP. Include information satisfying all Minimum Requirements in Section 2 of the RFP.

6.4 **Required Submittal Checklist:** Proposer shall complete and submit the Request for Proposal coversheet, page 1 of the RFP, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.

6.5 **Related Experience and Qualifications:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the RFP. Similar size shall be measured as a self-insured government agency with 2,000 or more employees. Proposer shall describe any regulatory action taken against the firm.

6.6 **Key Personnel:** Proposer shall identify key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products. Include resume(s) for proposed key personnel.

6.7 **Certifications:** Include a copy of each certification to be considered for the Proposer's organization or staff, i.e. CEBS (Certified Employee Benefit Specialist), RHU (Registered Health Underwriter), FSA (Fellow of the Society of Actuaries), MAAA (Member of the American Academy of Actuaries).

6.8 **Attachment A - Questionnaire:** Proposers shall complete Attachment A, Questionnaire. The attachment is available as a separate downloadable document in a useable Microsoft Excel Format from the District's Procurement website, and at the Department of Procurement Services office. Proposers shall complete the attachment in its entirety and submit an electronic copy, identical to an original signed paper document, in a useable Microsoft Word or Excel format (e.g. with no locked cells; Adobe PDF is not acceptable).

6.9 **Attachment B – Biographies:** Proposer shall include biographies for all consultants listed in the proposal. Indicate what year each consultant joined the firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations.

6.10 **Attachment C - Annual Financial Report:** Proposer shall include in a separate, sealed envelope the firm's Annual Financial Report for the last three calendar years.

6.11 **Attachment D - Sample Contract or Agreement:** Proposer shall attach a sample contract or agreement the firm uses for benefits consulting and actuarial services.

6.12 **Attachment E – Reference Form:** Proposer shall submit a minimum of six (6) current references and three former of similar scope and size to this bid. Identify your role with each client.

6.13 **Attachment F – Insurance Requirements Form:** The School District of Lee County Florida insurance requirements.

6.14 **Attachment G – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.

6.15 **Attachment H – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.

6.16 **Attachment I – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug Free Workplace Form must be signed and returned.
6.17 **Attachment J – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes, **signed and notarized.**

6.18 **Attachment K – Beneficial Interest and Disclosure of Ownership Affidavit:** Sworn statement under Section 1.01(3), Florida Statutes, **signed and notarized.**

6.19 **Attachment L – Proposal Mailing Label:** Accurately completed and adhered to sealed proposal.

7. **Evaluation of Proposals – Evaluation Criteria**

Proposals shall be scored using the following evaluation criteria.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>Experience and Qualifications</td>
<td>15</td>
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<tr>
<td>Scope of Service</td>
<td>45</td>
</tr>
<tr>
<td>Costs/Fees</td>
<td>32</td>
</tr>
<tr>
<td>References</td>
<td>8</td>
</tr>
<tr>
<td><strong>TOTAL POSSIBLE POINTS</strong></td>
<td><strong>100</strong></td>
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</tbody>
</table>
DATE SUBMITTED: ________________________________

PROPOSER NAME: __________________________________

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

A. Background of the proposing firm:

1. Briefly describe your firm’s background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners.

2. Please describe the services your firm provides and give the percentage of revenue derived from each service.

3. Describe your firm’s approach to providing the specific services requested.

4. Provide an organization chart of your firm and describe the relationship between each component and your consulting group.

5. Within the past three years, have there been any significant developments in your firm such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your firm?

6. Please give the address of the firm’s corporate office and indicate which office(s) will service the District.

7. For how many of your clients do you provide consultant services? For how many of your clients do you provide actuarial services? For how many of your clients do you provide broker services?

8. Identify any of the RFP requested services your firm is unable to perform.

9. State clearly any exceptions taken to the District’s standard terms and conditions concerning liability, indemnification and insurance requirements. Describe the levels of coverage for errors and omissions insurance and any fiduciary or professional liability insurance your firm carries. Explain if the coverage is on a per client basis, or if the covered amount applies to the firm as a whole. List the insurance carriers.
B. Standards of conduct:

1. Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?

2. How are consultants’ recommendations to clients reviewed and monitored by your firm? Does your firm adhere to a level of consistency in consultant recommendations?

3. Within the last five years, has your firm or an officer or principal been involved in litigation or other legal proceedings relating to your consultant, brokerage, or actuarial services assignments? If so, please provide an explanation and indicate the current status or disposition.

4. Has your firm ever been censured by any regulatory body? If so, please describe the situation.

C. Conflicts of Interest:

1. Are there any potential conflict of interest issues your firm would have in providing services to the District? If so, describe them.

2. How does your firm identify and manage conflicts of interest?

3. Has anyone in your firm provided or received any gifts, travel and room expenses, entertainment or meals to or from any School Board of Lee County member or staff member during the past 12 months? If yes, please describe the amount of expenses and what for the purpose.

D. Consulting team:

1. Please provide the title and contact information for each consultant who will be assigned to the District in a grid similar to this.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Business Address</th>
<th>Business Phone</th>
<th>Business Fax</th>
<th>E-mail Address</th>
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</table>

2. Please describe the role of each consultant for this assignment.

3. Please describe your team’s experience with similar work performed for other school districts.

4. Describe your firm’s approach to account transition.

5. State whether the actuaries assigned to the District have any responsibilities other than providing actuarial services, and if so, specify such responsibilities.

6. How many employee benefit plan consultants does your firm have companywide? How many are based in Florida? How many are in the office that will provide service to the District?
7. How many actuarial consultants does your firm have companywide? How many are based in Florida? How many are in the office that will provide service to the District?

8. Discuss the ways your firm manages growth, including any limits to the client/consultant ratio and on the client/actuary ratio.

9. State whether the employee benefit consultants assigned to the District have any responsibilities other than providing employee consulting services, and if so, specify such responsibility.

10. Describe your firm's backup procedures in the event that key personnel in this assignment should leave the firm.

11. Describe the resources your firm has that specifically address the needs of public sector and/or educational clients.

12. Describe how your firm controls the cost of services rendered for a client.

13. If your firm utilizes external benefits legal expertise, describe how it is used in conjunction with internal expertise.

E. Data Analysis

1. What resources does your firm use to analyze medical and pharmacy claims?

2. Will your firm provide access to District data for ad hoc queries? Is there a cost?

3. Will your firm complete a provider analysis of physicians, clinics, and hospitals that treat our plan participants?

4. Will your firm participate with the District in evaluating a wellness and preventive health analysis of our employees’ claims experience?

5. What steps does your firm take to ensure the validity of data presented to your clients?

6. Describe your firm’s disaster recovery plan as it relates to the equipment, software, and data tapes and personnel that would be used in providing the services required by the District.

F. Strategic Planning/Vendor Selection

1. What resources does your firm have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?

2. How will your firm help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?

3. What experience does your firm have in supporting the RFP process for government agencies?

4. How can your firm assist with plan design changes with rebids or renewals?
5. Furnish a current list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker.

6. How will your firm save the District money?

7. What sort of benchmarking data can your firm provide?

G. Cost Projections/Ongoing Review/Reporting

1. How will your firm assist with the management of insurance, including:
   a. Preparing monthly supervision and/or preparation of claims activity reports from carriers;
   b. Preparing executive summary reports;
   c. Prepare underwriting analysis for annual renewals;
   d. Prepare annual financial projections for budgeting purposes;
   e. Conduct alternative funding analyses

2. Give examples of employee benefit projects and products that your firm/staff have designed and implemented for clients that:
   a. Saved money
   b. Improved the quality of benefits
   c. Enhanced benefits
   d. Increased efficiency
   e. Were innovative

3. Describe your firm’s approach to meeting required reporting deadlines?

4. Give a brief overview of the hardware and software systems used in the production of actuarial reports.

H. Plan Administration and Legislative Compliance

1. Does your firm have an in-house attorney who specializes in employee benefits? If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefits issues. If your firm does not have a benefits attorney, does your firm use an external benefits attorney? Which firm do you use?

2. How does your firm stay abreast of legislative changes?

3. How does your firm communicate legislative changes and their impact to clients?

4. Will your firm notify The School Board of Lee County of changes in federal and/or local laws that would affect us?

5. Explain what steps your firm has taken to maintain HIPAA compliance when managing client data.

6. Describe your firm’s approach to assessing the current mandatory provisions of the statutes relating to the actuarial valuations of a self-insured health plan.
I. Wellness Programs

1. What tools can your firm provide the District to help enhance our wellness program?

2. The District has a limited wellness budget. Provide examples of low-cost initiatives that may provide an increased rate of return for our wellness program.

3. How will your firm assess and contribute to the evolution of our wellness program?

4. Explain how your firm measures the success of a wellness program?

J. Actuarial Valuations:

1. Describe your firm's experience performing actuarial valuations for a client the size of the District?

2. Describe your firm's approach to conducting an actuarial valuation of the District medical plan.

3. Describe your firm's approach to measuring funding status and funding progress in order to facilitate the assessment of trends over several actuarial valuations with respect to the overall financial health of the District's self-insured health fund.

4. Discuss the theory and methodology for the actuarial assumptions your firm utilizes.

K. Unique Qualifications:

1. Describe your firm's credentials, experience and project approach and how these distinguish your firm from your competitors.

2. Describe any services provided by your firm that may not be offered by competitors.

L. References:

1. Please provide three current client references (2,000+ employees) for whom similar services to this RFP have been provided. Please include name, address, phone number and length of time associated with your firm. Indicate whether your firm's role was as a broker, consultant, or both.

2. Please list public sector clients who have terminated your firm's services during the past three years and their reasons for doing so. Please include their names, titles and telephone numbers.

3. Describe any other facets of your firm and your firm's experience that are relevant to this proposal which have not been previously described and that warrant consideration.

M. Insurance and liability:

1. Describe your firm's quality assurance procedures.
O. Fees:

1. Describe your firm's proposed form of compensation (i.e., commission, annual retainer, fee-for-service). If your firm is proposing a fee, please include the fee schedule/hourly rates and provide an estimated annual amount necessary to meet the District's needs. The current compensation method is commission based via broker of record on specified employee insurance plans.

2. Please list your firm's fees for annual actuarial analysis of the District's self-insured health fund.

P. Other Information:

1. Please describe areas or processes, not included in the scope of this engagement that your firm may examine in order to provide more complete and thorough services.

2. Provide any additional information that your firm believes to be relevant to the RFP and your firm's capability to provide the services requested.

3. How is your firm distinguished from your competition?

Q. Scope of Services:

<table>
<thead>
<tr>
<th>Required Services</th>
<th>Agree to provide</th>
<th>Agree to provide with Deviations</th>
<th>Cannot provide</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Analyze and evaluate the current employee benefit plans and communicate with stakeholders as necessary.</td>
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<td>2. Review plan documents, summary plan descriptions and pertinent contract language to ensure accuracy and compliance with appropriate laws and regulations.</td>
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<tr>
<td>3. Assist in developing Requests for Proposals (RFPs) for employee benefit products as needed, analysis of proposals received, conducting interviews and site visits as necessary and be prepared to defend the recommendations.</td>
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<tr>
<td>4. Attend monthly Insurance Task Force Meetings (and subcommittee meetings).</td>
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<td>5. Attend Board meetings (briefing, action and workshops) as requested.</td>
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<tr>
<td>Required Services</td>
<td>Agree to provide</td>
<td>Agree to provide with Deviations</td>
<td>Cannot provide</td>
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<tr>
<td>6. Provide a monthly executive summary of the self-funded health plan in a format that is easy to understand and acceptable to the Insurance Task Force.</td>
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<td>7. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses in a format that is easy to understand and helpful in decision making to the Insurance Task Force and the Board.</td>
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<td>8. Meet with the Director of Insurance and Benefits Management on a regular basis and be prepared to provide guidance and assistance by telephone or in person, as needed.</td>
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<td>9. At the Board’s request, prepare detailed bid specifications and solicit proposals from insurance markets that specialize in group insurance plans as needed. Assist in evaluating bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report results to the Board’s Insurance and Benefits Management Department and District benefit committees and the School Board as requested.</td>
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<td>10. Provide advocacy for the Insurance Task Force when decisions or recommendations are questioned or challenged.</td>
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<tr>
<td>Required Services</td>
<td>Agree to provide</td>
<td>Agree to provide with Deviations</td>
<td>Cannot provide</td>
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<td>11. Assist the Board in administering all group insurance plans (active and</td>
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<td>retirees), responding to questions from and providing information to assigned</td>
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<td>staff, and providing other consulting services during the course of the plan</td>
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<td>year.</td>
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<td>12. Assist the Board in complying with federal, state and local laws and</td>
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<td>regulations related to employee benefits. Provide technical assistance on such</td>
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<td>matters as COBRA, HIPAA, FMLA, Section 125, GASB, Medicare Part D, Health Care</td>
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<tr>
<td>Reform legislation, and other benefit related issues as necessary.</td>
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<td>13. Determine and recommend the most economical funding methods for the benefit</td>
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<td>programs and strike a balance between cost and comprehensiveness of the</td>
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<tr>
<td>programs.</td>
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<td>14. Facilitate all benefit negotiations with providers on all issues including</td>
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<td>premiums, benefit levels, plan design, and special terms and conditions. Assist</td>
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<td>in contract development and documentation.</td>
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<td>15. Research any new developments in the law and employee benefit programs on an</td>
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<td>ongoing basis and submit summaries to the District stakeholders for review and</td>
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<td>discussion.</td>
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<td>16. Analyze claims and demographic data and review and benchmark Board benefit</td>
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<td>programs against national, local and school district data. Present analysis to</td>
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<td>District staff as requested.</td>
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### Required Services

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<th>Agree to provide</th>
<th>Agree to provide with Deviations</th>
<th>Cannot provide</th>
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<tbody>
<tr>
<td>17.</td>
<td>Identify opportunities to better manage health care costs, including but not limited to disease management, risk assessment, wellness initiatives, carve out programs and other methods to contain costs without compromising service.</td>
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<td>18.</td>
<td>Assist with billing issues and other vendor problems.</td>
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<td>19.</td>
<td>Provide a licensed life and health agent/broker in the State of Florida.</td>
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<td>20.</td>
<td>Provide personnel qualified/certified in the field of employee benefits and/or actuarial services.</td>
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<td>21.</td>
<td>Provide access to attorney to provide guidance to the District on benefits related issues.</td>
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<td>22.</td>
<td>Negotiate claims and customer service issues with providers on behalf of the Board.</td>
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<td>23.</td>
<td>Assist in the completion of annual budget projections.</td>
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<td>24.</td>
<td>Prepare an annual stewardship report and performance review.</td>
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<td>25.</td>
<td>Send bulletins to Director of Insurance and Benefits on hot topics and legislative issues.</td>
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<td>26.</td>
<td>Provide additional information to assist in the District’s fulfillment of fiduciary duties.</td>
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</table>

Printed Name: [Insert Printed Name]

Signature of authorized vendor representative: [Insert Signature]

Date: [Insert Date]
Attachment B - Biographies

Include biographies for all consultants listed in your proposal. Indicate what year each consultant joined the firm. Each biography shall include the individual's current title and position description, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations.

Attachment C - Annual Financial Report

Provide in a separate sealed envelope the firm's Annual Financial Reports for the last three calendar years.

Attachment D - Sample Contract or Agreement

Attach a sample contract or agreement the firm uses for benefits consulting and actuarial services.
ATTACHMENT E – REFERENCE FORM

Provide six (6) current references and three former of similar scope and size to this bid. Identify your role with each client.
The District prefers businesses to provide six (6) references, exclusive of the District. The District will consider bidders with fewer than six (6) references, exclusive of the District. If fewer than six (6) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

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<td>ROLE (check all that apply): BROKER ______</td>
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<td>LENGTH OF SERVICE (dates): ___________________________</td>
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TITLE: __________________________________________
PHONE: __________________________________________
EMAIL: __________________________________________
PROJECT SIZE: $______________________________
ROLE (check all that apply): BROKER _____
CONSULTANT _____ ACTUARY ________
LENGTH OF SERVICE (dates): ______________________

5. PROJECT NAME/DESCRIPTION: __________________________
CONTACT PERSON: ________________________________
TITLE: __________________________________________
PHONE: __________________________________________
EMAIL: __________________________________________
PROJECT SIZE: $______________________________
ROLE (check all that apply): BROKER _____
CONSULTANT _____ ACTUARY ________
LENGTH OF SERVICE (dates): ______________________

6. PROJECT NAME/DESCRIPTION: __________________________
CONTACT PERSON: ________________________________
TITLE: __________________________________________
PHONE: __________________________________________
EMAIL: __________________________________________
PROJECT SIZE: $______________________________
ROLE (check all that apply): BROKER _____
CONSULTANT _____ ACTUARY ________
LENGTH OF SERVICE (dates): ______________________
## ATTACHMENT F - INSURANCE REQUIREMENTS FORM

### The School District of Lee County Florida
Insurance Requirements

<table>
<thead>
<tr>
<th>INSURANCE TYPE</th>
<th>REQUIRED LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> 1. Workers' Compensation</td>
<td>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of $500,000.00 each incident.</td>
</tr>
<tr>
<td><strong>X</strong> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form with no limiting endorsements</td>
<td>Bodily Injury &amp; Property Damage $1,000,000.00 Single Limit Per Occurrence</td>
</tr>
<tr>
<td><strong>X</strong> 3. Indemnification: The Consultant/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The District and its agents and employees from all suits and actions, including attorney’s fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The District by an employee of the named Consultant/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant/Vendor’s obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Consultant/Vendor’s limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The District.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included</td>
<td>$1,000,000.00 Each Occurrence</td>
</tr>
<tr>
<td><strong>X</strong> 5. Other Insurance as indicated below:</td>
<td></td>
</tr>
<tr>
<td>a) Professional Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>b) Builder’s Risk</td>
<td>$-0-</td>
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</table>
X6. Consultant shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide The District with certificates of insurance meeting the required insurance provisions.


X8. The School District of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X9. Thirty (30) Days Cancellation Notice is required.

X10. The Certificate must state the Bid Number and Title.

BIDDER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School District of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The District desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _______YES ________ NO

Proposer Name

Proposer Title

Signature of Proposer
ATTACHMENT G - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all RFP and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. **Include a copy of each addendum with proposal.**

Addendum #1__________________________ Date Issued:______________ Attached to proposal?__Y__N
  Signature

Addendum #2__________________________ Date Issued:______________ Attached to proposal?__Y__N
  Signature

Addendum #3__________________________ Date Issued:______________ Attached to proposal?__Y__N
  Signature

Addendum #4__________________________ Date Issued:______________ Attached to proposal?__Y__N
  Signature

Addendum #5__________________________ Date Issued:______________ Attached to proposal?__Y__N
  Signature
ATTACHMENT H – DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT</th>
<th>PR/AWARD NUMBER AND/OR PROJECT NAME</th>
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<tr>
<td>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</td>
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<tr>
<td>SIGNATURE</td>
<td>DATE</td>
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ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)
ATTACHMENT I - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that

__________________________________________________________ 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 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, 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 contender 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer ________________________________

Date ____________________________
ATTACHMENT J - PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, 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 with Bid, Proposal or Contract No.__________________ for __________________________________________.

2. This sworn statement is submitted by __________________________________ (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:__________________________.

3. My name is ________________________________________________ and my relationship to the ___________________________________ (please print name of individual signing) entity name above is ________________________________.

4. 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 with 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.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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. as 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.

7. 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please 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, not any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

______________________________________________
(Signature)

Date: _________________________________________

STATE OF_______________________________
COUNTY OF _____________________________

____________________________________APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _________________________, and affixed his/her signature in the space provided above on this _______ day of _______________, 20____.

_____________________________________________________
NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)
# ATTACHMENT K - BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

Project: Benefits Consulting and Actuarial Services

Bid No: R127061GN

Corporation Name: ___________________________  Tax FEIN Number: ___________________________

## BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF ___________________________  COUNTY OF ___________________________

Before me, the undersigned authority, personally appeared, (“Corporate Representative”) this ________ day of ________, 20____, who, first being duly sworn, as required by law, subject to the penalties prescribed for the perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every “person” (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint ventures, partnerships, estates, trusts, business trust, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

### A. Persons or corporate entities owning 5% or more:

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<th>Name</th>
<th>Address</th>
<th>Percentage</th>
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### B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

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<th>Name</th>
<th>Address</th>
<th>Percentage</th>
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</tbody>
</table>
C. Stock held for others and for whom held:

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<tr>
<th>Name</th>
<th>Address</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>For Whom Held</td>
<td>Address</td>
<td>Percentage</td>
</tr>
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<td>Name</td>
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<td>For Whom Held</td>
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<tr>
<td>For Whom Held</td>
<td>Address</td>
<td>Percentage</td>
</tr>
</tbody>
</table>

CORPORATE REPRESENTATIVE

BY: ____________________________

SWORN TO and subscribed before me this _____ day of __________ , 201__ , by ____________. Such person(s). (Notary Public must check applicable box):

[ ] is/are personally know to me. [ ] produced a current driver license(s). [ ] produced ______ as identification.

(NOTARY PUBLIC SEAL)

________________________________________
Notary Public

Print, Type or Stamp Name of Notary Public
ATTACHMENT L - SEALED PROPOSAL LABEL

Attach this “Sealed Proposal” label to the outside of bid response envelope.

<table>
<thead>
<tr>
<th>SEALED PROPOSAL *** DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: _____________________________________</td>
</tr>
<tr>
<td>ADDRESS: __________________________________________</td>
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<tr>
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</tr>
<tr>
<td>DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY</td>
</tr>
<tr>
<td>DEPARTMENT OF PROCUREMENT SERVICES</td>
</tr>
<tr>
<td>2855 COLONIAL BLVD.</td>
</tr>
<tr>
<td>FORT MYERS, FL 33966-1012</td>
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<tr>
<td>BENEFITS CONSULTING AND ACTUARIAL SERVICES</td>
</tr>
<tr>
<td>RFP NO.: R127061GN</td>
</tr>
<tr>
<td>OPENS: TUESDAY, JULY 31, 2012 at 2:00 pm</td>
</tr>
</tbody>
</table>