



INVITATION TO NEGOTIATE
 School District of Lee County
 Department of Procurement Services
 (239) 337-8180 Phone

Release Date: May 8, 2020
ITN No.: N207375ES
ITN Title: Benefits Consulting and Actuarial Services
Contact: Edith Stiller (EdithMS@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 June 9, 2020** and plainly marked ITN No. N207375ES Benefits Consulting and Actuarial Services. Proposals will be opened during a live virtual video conference. Details are in page 14 and 16.

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.

- | | |
|---|---|
| <input type="checkbox"/> Letter of Transmittal | <input type="checkbox"/> (Attachment E) Debarment Form |
| <input type="checkbox"/> Current Copy of State of Florida Insurance Broker License | <input type="checkbox"/> (Attachment F) Drug-Free Workplace Certification Form |
| <input type="checkbox"/> Evidence of business operation for a minimum of 10 years. (SunBiz webpage) | <input type="checkbox"/> (Attachment G) Public Entities Crime Form must be notarized |
| <input type="checkbox"/> Current Copy of Florida Business License | <input type="checkbox"/> (Attachment H) Emergency/Storm Related Catastrophe Agreement |
| <input type="checkbox"/> Evidence of the American Academy of Actuaries Membership | <input type="checkbox"/> (Attachment I) Conflict of Interest Form |
| <input type="checkbox"/> Corporate Overview and Related Experience | <input type="checkbox"/> (Attachment J) Beneficial Interest and Disclosure of Ownership Affidavit |
| <input type="checkbox"/> Biographies | <input type="checkbox"/> (Attachment K) Sealed Proposal Mailing Label |
| <input type="checkbox"/> Sample Contract or Agreement | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies and an electronic version in PDF format with Attachment A properly filled out in Microsoft Word format on flash drive as required herein. |
| <input type="checkbox"/> Annual Financial Report (sealed and marked confidential) | |
| <input type="checkbox"/> (Attachment A) Questionnaire Form | |
| <input type="checkbox"/> (Attachment B) Reference Request Form | |
| <input type="checkbox"/> (Attachment C) Insurance Requirements Form | |
| <input type="checkbox"/> (Attachment D) Addenda Acknowledgement Form and copies of each addenda | |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner or Authorized Officer/Agent: _____ Title: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Date: _____

Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer/firm/individual and have not colluded with any other Proposer/firm/individual 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 subject to 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 Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I hereby submit a “NO RESPONSE” for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> We do not offer the product/service | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other: _____ |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" 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 flash drive identical to the original in PDF 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 Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - 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 ITN.
 - 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 ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN 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. **Specification Precedence:** 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 Consultant 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 Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Consultant 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 Variances:** 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 ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN 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 ITN 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 flash drive identical to the original in PDF 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 ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN 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 ITN.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN 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 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 120 days after the opening date of this ITN, 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 ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Consultants are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. 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 School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Consultant will result in rejections/disqualification of said response.
- (b) Violation of the provision regarding lobbying may also result in debarment of the Consultant as provided in Policy 6.071.
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. 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 ITN 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) Proposals will be evaluated, scored and ranked based on the written responses to the proposal 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 Proposers

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.

- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
 - c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. 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.
 - d) After final 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 on the School District of Lee County’s website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
 - e) 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 ITN 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. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its

right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

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 seven 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 District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District’s enrollment is approximately 90,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the 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 Consultant’s control
 - b) The volatility affects the marketplace or industry, not just the particular Consultant’s source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the Consultant 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. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
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, or quality or compatibility as solely determined by the District, Consultant may propose a substitute product to the District. The Consultant shall provide specifications for the

proposed substitute product, or if requested by the District, a sample of the proposed substitute. Consultant 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 ITN. 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 contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- 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 shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) 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 Consultants employees shall refrain from using foul, abusive, or profane language on District property.
- d) 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.
- e) 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; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the 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.
- g) 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.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) 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.
- j) The Consultant shall be responsible for all damages caused by the Consultant, its Subcontractors and employees of each, 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 or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) 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.
- l) 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.
- m) 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.
- n) 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.

- o) 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.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Consultant shall be responsible for instructing their employees in all safety measures. All equipment used by the Consultant shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Consultant shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

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. Consultant 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:** 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.
27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **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 their employees employed on the project. In case any work is sublet, Consultant shall require Subcontractors similarly to provide Workers' Compensation Insurance.
29. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN 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. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- a) Consultant is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Consultant has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Consultant has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Consultant has been engaging in business operations in Cuba or Syria.
 - e) The School District may at any time by written notice to the Consultant stop all or any part of the work for this ITN award. Upon receiving such notice, the Consultant will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITN terms and conditions.
 - f) Failure of the Consultant to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Consultant in writing within five (5) calendar days via the Consultant Performance Form and provide five (5) calendar days to cure. If awarded Consultant cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Consultant. The defaulting Consultant may be responsible for reimbursing the District for price differences.
31. **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.
32. **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 awarded Consultant 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.
33. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Consultant is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. 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. Consultant 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, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant'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's limit of, or lack of, sufficient insurance protection.

34. **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.
35. **Laws and Regulations:** Consultants will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Consultants agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
36. **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 borne solely by the Consultant.
37. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Middle District of Florida.
38. **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 shall 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. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.

39. **Ethics:** All awarded Consultants shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
40. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
41. **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.
42. **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. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. 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 participating members of the above referenced Consortium entity.
43. **Invoicing and Payment:** 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 **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - 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 legible and dated.
 - The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
44. **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.
45. **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 normal 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 District Representative. All scheduling shall be coordinated with the District Representative.
46. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. 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.
47. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- Keep and maintain public records required by the District to perform the service.
 - Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the District.
 - Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Consultant or keep and maintain public records required by the District to perform the service. If Consultant transfers all public records to the District upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- e) **PUBLIC RECORDS NOTICE: If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**

48. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be confidential with the exception of financial statements.

- a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
- b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings.

If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

49. **Patents, Copyrights & Royalties:** Consultants agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Consultant uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Consultant.
50. **ITN Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.
51. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
52. **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.

- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Consultant and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Consultants and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Consultants to be fingerprinted in every District in which they provide services.
- c) Consultant must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Consultant.

53. **Consultant Process for Fingerprinting: Consultants who will never be present on a school district campus are not required to be fingerprinted.** Upon award, Consultant is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**

- (a) Prior to the start of work on any District site, all construction consultants and other consultants including but not limited to construction manager, company owners, architects, engineers, specialty consultants, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the consultant or a subcontractor, to a District construction site or any District property it is the responsibility of the consultant to follow the requirements of this policy.

Consultant Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: https://www.leeschools.net/our_district/department_s/human_resources/professional_standards_equity - Consultant Fingerprinting.

Effective May 12, 2014, fingerprinting services for

consultants with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Consultant accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 54. **Illegal Alien Labor:** Consultant shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Consultant must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Consultant and its Subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
- 55. **Recovered Material (2 CFR §200.322):** applies to all contracts greater than \$10,000.00. Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 56. **Federal Drug-Free Workplace:** Consultant agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
- 57. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** applies if contract is greater than or equal to \$100,000.00. Consultant certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 58. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Consultant agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

59. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:**

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA and notify the District concurrently within 30 days of notice of the violation.

60. **Debarment and Suspension:** Consultant certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

61. **Equal Employment Opportunity:** During the performance of this contract, the Consultant agrees as follows:

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Consultant will, in all solicitations or advancements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

- d) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Consultant will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Consultant will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Consultant. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subcontractor or Consultant as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

62. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C):** The Consultant certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

63. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):** Consultant, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Consultant is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant agrees to pay wages not less than once a week. The Consultant must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Consultant acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Consultant accepts. The Consultant agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Consultant certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

64. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Consultant, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open

market, or contracts for transportation or transmission of intelligence.

65. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

66. **Buy American (7CFR PART 210.21(D)):** For commercial food products, served in the school meals program, Consultant must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).

67. **Civil Rights:** The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

DETAILED SPECIFICATIONS
ITN No. N207375ES
BENEFITS CONSULTING AND ACTUARIAL SERVICES

1. **Overview:** Sealed proposals for **ITN No. N207375ES 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 **June 9, 2020 at 2:00 PM local time**. The district desires to secure firm prices for **Benefits Consulting and Actuarial Services**. Florida State Sunshine Law states proposal openings must be open to the public. Due to the COVID-19 pandemic, the Lee County Public Education Center is closed to the public. Procurement will proceed with a live virtual video conference for this proposal opening. Details are as follows:

June 9, 2020

2:00 PM Eastern Time

Join Zoom Meeting

<https://zoom.us/j/5486533962?pwd=NnN4MmR6MjllRzd2ZXp2WnlLMjBzUT09>

Meeting ID: 548 653 3962

Password: 8U3Jdm

- a) The School District of Lee County currently employs approximately 13,000 employees of which 11,500 are eligible for benefits, divided as follow:

Insurance	Active Employees	Retirees (On a contributory basis only)
Medical Insurance	10,401	333
Dental Insurance	8,626	990
Vision Insurance	7,449	995
Accident Insurance	2,637	
Critical Illness Insurance III	1,682	
Cancer Insurance	3,271	
Short-Term Disability (STD)	3,176	
Long-Term Disability (LTD)	3,207	
Legal Insurance	984	
Flexible Spending Accounts (FSA-Med)	1,351	
Flexible Spending Accounts (FSA-Dep Care)	69	
Health Savings Account Insurance (HSA)	655	

- b) The incumbent provides support on all lines of employee benefits coverage. The current commission structure is 5% on the Dental Insurance, 4% on the Critical Illness insurance, 15% on the Cancer insurance, and 10% of the Accident insurance.
- c) The current plan designs and benefits for all lines of coverage information is published on our website www.leeschools.net/insurance then click on the tile for “Employee Benefits” then the menu on the left side lists all of the employees insurance information.
- d) Detail information concerning our current wellness efforts and programs can be found on the District’s website www.leeschools.net/wellness
- e) Our current benefits priorities are Federal Healthcare (ACA) Compliance, benefits solicitations, innovative ideas for benefit improvements and cost containment, benefits communications.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Edith Stiller at EdithMS@Leeschools.net and provide the responding Proposer’s name, primary point of contact for this Proposal, phone number, and e-mail address.

All proposals submitted shall be on the Questionnaire, Attachment A, included in the specifications, a copy of which may be reviewed or obtained by downloading from Lee County School District, Procurement Services' website at:

http://www.leeschools.net/our_district/departments/business_services/procurement_services/active_solicitations

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Requirements:**

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 and shall submit a copy of the current license with the response. **It is the responsibility of the awarded consultant(s) to provide the District with updated copies of current licenses, prior to expiration or personnel change any time during the awarded period.**
- b) Proposer shall include evidence of conducting business for at least ten (10) years. Submit with the proposal a copy of Consultant's business license and copy of SunBiz webpage illustrating compliance with this criteria.
- c) Proposer shall be experienced with self-insured governmental plans. Proposer's letter of transmittal shall delineate self-insured government clients, especially those in Florida.
- d) Proposer shall have experience working collaboratively with labor/management committees. Proposer's letter of transmittal shall delineate labor/management committees supported, especially those in Florida.
- e) 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.
- f) 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.
- g) Annual Financial Report (sealed and marked confidential).

3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Edith Stiller, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
EdithMS@LeeSchools.net

All questions must be received no later than **May 22, 2020 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 official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <http://www.leeschools.net/procurement>. 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, by addendum to this ITN, or by other contract documents approved and signed by the District, 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 two (2) year 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. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

5. **Orders and Payment:** All orders will be placed directly to the Consultant by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
6. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
7. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, services of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Consultant must provide detailed service specification of substitute or additional service.
8. **New Services:** New services may be added during the term of the contract, upon completion of successful price negotiations between the District and the Consultant(s).
9. **Qualifications:** Proposals will be considered only from Consultants, licensed insurance brokers with self-insured governmental plans experience of services requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

10. **Estimated Timeline**

May 8, 2020	Release of ITN No. N207375ES
May 22, 2020	Written questions due in the Department of Procurement Services by 2:00 PM, local time
June 9, 2020	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
	Join Zoom Meeting https://zoom.us/j/5486533962?pwd=NnN4MmR6MjJLRzd2ZXp2WnlLMjBzUT09 Meeting ID: 548 653 3962 Password: 8U3Jdm
July 22, 2020	Evaluation Committee Meeting Review and Score Written proposals 2:00 PM local time 2855 Colonial Blvd. Fort Myers, Florida 33966-1012

July 31, 2020

Optional interviews, schedule at the District's discretion

August, 2020

School Board Action

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.

11. Proposal Submittal - Information to be Included in the Proposal: 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 ITN 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 (Attachments A-J can be behind one section tab labeled "Attachments". Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, six (6) copies, and an electronic PDF version on a flash drive identical to the original. **An electronic copy, on flash drive, of the completed Attachment A in Microsoft Word Format shall be submitted with the proposal.** (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) **Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.**

- a. **Table of Contents:** Include a clear identification of the material by section and by page number.
- b. **Title Page:** Include ITN number, subject, the name of the Proposer, address, telephone number, email address and the date.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or broker.
 - ii. Indicate any and all variances from the ITN 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 ITN.
 - iii. Proposer shall be experienced with self-insured governmental plans. Proposer's letter of transmittal shall delineate self-insured government clients.
 - iv. Proposer shall have experience working collaboratively with labor/management committees. Proposer's letter of transmittal shall delineate labor/management committees supported.
 - v. 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.
- d. **Certifications and License:** Proposer shall provide current copies of the following:
 - a. Proposer shall submit a current copy of Proposer's business license and a copy of SunBiz webpage illustrating Proposer has successfully engaged in Benefits Consulting and Actuarial Services in the State of Florida for a minimum of ten (10) consecutive years.
 - b. Include a copy of one or more of the Proposer's proposed actuaries' current membership of the American Academy of Actuaries. **It is the responsibility of the awarded consultant(s) to provide the District with updated copies of current certifications, prior to expiration or personnel change any time during the awarded period.**
- e. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
 - a) Ownership (describe in detail).
 - b) Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy).

- c) Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
 - d) Affiliated organizations/accreditations/partnerships.
 - e) Describe Proposer's business profile in the state of Florida.
 - f) Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
 - g) Describe the ethics standards in place at Proposer's firm and provide a copy of such
- f. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN. Similar size shall be measured as a district with a population of 11,500 or more employees. Similar scope shall include experience with self-insured governmental plans, experience working collaboratively with labor/management committees, experience providing consulting, actuarial and brokerage services.
- g. **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 membership, and relevant publications and presentations.
- h. **Sample Contract or Agreement:** Attach a sample contract or agreement the firm uses for benefits consulting and actuarial services.
- i. **Annual Financial Report (SEALED and marked confidential):** Proposer shall include in a separate, sealed envelope the firm's Annual Financial Report for the last three calendar years.
- j. **Attachment A - Questionnaire:** Proposers shall complete Attachment A, Questionnaire. The attachment is available as a separate downloadable document in a useable Microsoft Word format from the District's Procurement website. Proposers shall complete the attachment in its entirety and submit an electronic copy, identical to an original signed paper document, in a useable Word format (e.g. Adobe PDF is not acceptable).
- k. **Attachment B – Reference Request Form:** Proposer shall submit a minimum of six (3) current references and three (3) former references of similar scope and size for whom the Proposer has the ITN requested services performed within the last five (5) years. References that show experience with K-12 organizations are preferred. Please identify your role with each client.
- l. **Attachment C – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements. **It is the responsibility of the awarded consultant(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- m. **Attachment D – 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.
- n. **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- o. **Attachment F – 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.
- p. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**

- q. **Attachment H – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.
- r. **Attachment I – Conflict of Interest Form:** Proposer shall complete form with all required information and all signatures as specified and form should be **signed and notarized**.
- s. **Attachment J -Beneficial Interest and Disclosure of Ownership Affidavit:** Proposer shall complete sworn statement under Section 1.01 (3), Florida Statutes and all signatures as specified, and form should be **signed and notarized**.
- t. **Attachment K – Sealed Proposal Mailing Label:** Proposer shall complete a sealed mailing label and adhere it to the sealed proposal.

11. Evaluation of Proposals – Evaluation Criteria: Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Scope of Service	45
Costs/Fees	32
Experience and Qualifications	15
References	8
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create and select Proposers 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. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Scope of Services	30
Best and Final Offer	25
Flexibility/Creative Solutions	25
Presentation	20
TOTAL POSSIBLE POINTS	100

NOTE: In the event of a tie, see section 38 of the General Terms and Conditions.

12. Scope of Work

The purpose of this ITN 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 limited to:

- a) Reviewing and advising on appropriate insurance coverage
- b) Marketing and placement of insurance, including participating in Procurement Solicitations review and evaluation as requested by the District
- c) Reviewing vendor contracts and evidence of coverage
- d) Coordinating with other District service providers
- e) Participation in joint labor-management benefits committee meetings
- f) Acting as a liaison and an advocate for the District with insurance companies

- g) Providing a supervising actuary for consulting services, experience analysis and valuation of a large self-insured governmental health fund.

ATTACHMENT A – Benefits Consulting and Actuarial Services Questionnaire Form

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
ITN No. N207375ES
Benefits Consulting and Actuarial Services**

DATE SUBMITTED: _____

PROPOSER NAME: _____

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

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, and the separate Attachment A (in Microsoft Word format), all of which are contained herein, the Undersigned proposes to furnish the services and plans described in Attachment A.

The attachment is available as a separate downloadable document in a useable Microsoft Word format and may be reviewed or downloaded from the District’s Department of Procurement Services website http://www.leeschools.net/our_district/departments/business_services/procurement_services/active_solicitations

Printed Name: _____

Signature of authorized Consultant representative: _____

Date: _____

**ATTACHMENT B
REFERENCE REQUEST FORM INSTRUCTIONS**

CLIENT TO COMPLETE AND RETURN VIA EMAIL
The School District of Lee County, Fort Myers, FL
EdithMS@leeschools.net

Instructions to Respondents: Complete the Consultant Name and distribute this form to a minimum of **three (3) current clients** and **three (3) former clients (a total of 6)** for benefits consulting and actuarial services for whom the Proposer has the ITN requested services performed within the last five (5) years and request the form be completed and returned in compliance with the Instructions to Client References. Florida school districts, other Florida public entities, non-public entities are preferred. The District prefers businesses to provide references exclusive of the District.

ATTACHMENT B – EMAIL REFERENCE REQUEST FORM

ITN No. N207375ES, Benefits Consulting and Actuarial Services

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

PROPOSERS NAME: _____

CLIENT AGENCY/FIRM PROVIDING REFERENCE: _____

CLIENT’S INDIVIDUAL NAME: _____ **POSITION:** _____

EMAIL ADDRESS: _____ **PHONE:** _____

In response to Invitation to Negotiate ITN No. N207375ES, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior three (3) current engagements (a total of 6) for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) prior and three (3) current clients (a total of 6) and request the form be completed and returned in compliance with the Instructions to Client References. Proposer’s **clients** shall email the completed Reference Form to EdithMS@leeschools.net, and references shall only be accepted from the Proposers client’s email address. Missing references will result in a score of zero (0) points each and may result in the Proposer being deemed non-responsive. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **June 9, 2020, 2:00PM EST**, via email, to EdithMS@LeeSchools.net

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 5 years? Yes _____ No _____
How long has your organization worked with this vendor and what plans have been administered for your company (peak value in dollars-from previous solicitation)? _____

2. What services do this vendor provide to your organization (peak enrollment numbers-from previous solicitation)?

3. What is the one area in which you feel this company excels? _____

4. What is the one area in which you feel this company needs improvement?

5. Would you hire this Company again? Yes ____ No ____ If yes, what would you do differently? _____

6. Please rate your satisfaction in the following areas:

	Very Satisfied	Satisfied	Needs Improvement	Unsatisfactory	Unable to Rate
Administrative response to you and your staff					
Enrollment materials and support services provided					
Customer service tools available to members (i.e. websites)					
Report frequency and capabilities					
Value of services offered for the fee charged					
Overall satisfaction					

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

**The School Board of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Consultant, 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 School Board of Lee County 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 School Board of Lee County by an employee of the named Contractor/Consultant, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Consultant'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 Contractor/Consultant'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 School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below: a) Professional Liability b) Builder's Risk	<u>\$1,000,000.00</u>	All projects OVER \$100,000 (that will take longer than 30 days to complete) to be reviewed by the Districts Insurance Consultant and may require Builder's Risk.

The School Board of Lee County Florida Insurance Requirements

(Continued)

X 6. Consultant shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers’ Compensation and Professional Liability.

X 8. The School Board 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

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the ITN Number and Title.**

It is the responsibility of the awarded consultant(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.

PROPOSER’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 proposal. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name

Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Proposer to ensure that all addenda released are received; that all ITN 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 E – 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 bid, 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 bid 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," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid 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

6. The prospective lower tier participant further agrees by submitting this bid 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 bid, 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 bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statue 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of 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 G - 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 finding 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. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(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:

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Consultants working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Negotiate that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Lee County. Consultant/Contractor agrees to rent/sell/lease all goods and services to the School District of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Consultant/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT I – CONFLICT OF INTEREST FORM

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

I HEREBY CERTIFY THAT

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (firm name) _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interest associated with this project; and,
- 3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Lee County, nor has any outstanding past due debt to the School Board of Lee County, Florida; and
- 4. This submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____, who is personally known to me or provided the following identification _____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT J – BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

Project: **Benefits Consulting and Actuarial Services**

ITN No. **N207375ES**

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 Statutes to include individuals, children, firms, associates, joint ventures, partnerships, estates, trusts, business trusts, 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:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held	Address	Percentage
Name	Address	Percentage
For Whom Held	Address	Percentage
Name	Address	Percentage
For Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

BY: _____

SWORN TO and subscribed before me this _____ day of _____, 20____, 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 J- SEALED PROPOSAL MAILING LABEL

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

BENEFITS CONSULTING AND ACTUARIAL SERVICES
ITN No. N207375ES
OPENS: June 9, 2020 at 2:00 pm