



# REQUEST FOR PROPOSALS

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

Release Date: April 21, 2016

RFP No.: R167266TA

RFP Title: **GROUP CRITICAL ILLNESS AND  
GROUP ACCIDENT INSURANCE**

Contact: [TraceyNA@leeschools.net](mailto:TraceyNA@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 **2:00p.m. local time on May 18, 2016** and plainly marked RFP No. R167266TA, Group Critical Illness & Group Accident Insurance. Proposals are due and will be opened at this time.

## REQUIRED SUBMITTAL CHECKLIST

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

- |   |   |
|---|---|
| <input type="checkbox"/> Questionnaire Form (Attachment A)  | <input type="checkbox"/> Waiver of Trade Secret Form (Attachment I)   |
| <input type="checkbox"/> Reference Form (Attachment B)  | <input type="checkbox"/> Sealed Proposal Label (Attachment J)   |
| <input type="checkbox"/> Insurance Requirements Form (Attachment C)   | <input type="checkbox"/> Copy of State of Florida Critical Illness and Accident Insurance License   |
| <input type="checkbox"/> Addenda Acknowledgement Form (Attachment D) and copies of each addendum issued, if any | <input type="checkbox"/> Printout of AM Best Rating   |
| <input type="checkbox"/> Debarment Form (Attachment E)  | Or  |
| <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F)                                  | <input type="checkbox"/> 3 years of independently auditing financial statements   |
| <input type="checkbox"/> Public Entities Crime Form (Attachment G) <b>must be notarized</b>                     | <input type="checkbox"/> Copy of Florida Business License   |
| <input type="checkbox"/> Conflict of Interest Form (Attachment H)   | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and one (1) electronic version. Attachment A in usable Excel format on CD/DVDs or flash drives as required herein. |

Proposer Business Name: \_\_\_\_\_

Proposer Taxpayer Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Owner or Authorized Officer/Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Signature of Owner or Authorized Officer/Agent: \_\_\_\_\_

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

**Anti-Collusion Statement/Public Domain:** I, the proposer, have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain 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 Request of Proposal, and all appendices and the contents of any addenda released hereto.

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

- |   |   |
|---|---|
| <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"/> Our schedule will not permit us to respond     | <input type="checkbox"/> We do not offer the product or service requested         |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications                  | <input type="checkbox"/> Keep our company on the bid list for future bids         |
|   | <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 "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in 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 Request for Proposals (RFP), 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 RFP.
  - c) "Vendor" shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.  
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 RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
  - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
  - b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFP.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.

12. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this RFP 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 RFP (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:** Proposers are hereby advised that they are not to lobby with any District Personnel or Board Members regarding this RFP. All inquiries must be written and directed to the Department of Procurement Services.
- Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
  - Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
- 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 respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms, 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.
  - 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 at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://www.leeschools.net/procurement>
  - 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.
17. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
18. **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. as a result of an award for this RFP, the order of precedence for the governing contractual documents shall be: the RFP, any addenda to the RFP, the submitted proposal and mutually agreed upon negotiated changes including vendor agreements, and corresponding purchase orders and change orders. 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 condition 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.
19. **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.
- The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the

District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

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

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

- a) The Vendor 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.
- a) The Vendor 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. 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.
- b) The Vendor'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 Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- c) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- d) The Vendor'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. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property.
- e) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- f) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- g) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- h) The Vendor 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 Vendor.
- i) The Vendor shall be responsible for all damages caused by the Vendor 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.

- j) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- k) Vendor 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, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- l) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor 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 Vendor within five (5) business days of written demand for same from The District.
- m) Vendor 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 Vendor'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. Vendor 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. Vendor 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 Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- n) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

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

- 21. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 22. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor,

- the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within thirty (30) 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 thirty (30) 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 Vendor 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.
23. **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.
  24. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
  25. **Indemnity:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
  26. **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.
  27. **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.
  28. **Ethics:** All awarded proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
  29. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
  30. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**
    - a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
  31. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor 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 Vendor 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 Vendor.
  32. **Contact Information:** The Vendor 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 Vendor 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.
  33. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.
  34. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
    - a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
    - b) Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
    - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    - d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the

vendor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.

35. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor 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 Vendor providing any services on campus while students are present. The Vendor 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 Vendor and its employees. Vendor 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. Vendor 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. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- a) The parties agree that in the event that Vendor 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. Vendor 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 Vendor'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. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors 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 vendors to be fingerprinted in

every District in which they provide services.

- c) Vendor 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 Vendor.
36. **Contractor Process for Fingerprinting:** Upon award, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the School District of Lee County 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: Prior to the start of work on any District site, all construction contractors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty contractors, 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 as defined in §1012.468, Florida Statutes. 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 contractor or a subcontractor, to a District construction site or any District property it is the responsibility of the contractor to follow the requirements of this policy.

**COST:** \$87.50 / Fingerprint (Price includes fingerprints, 5 year retention fee, badge, and processing fees)

Vendors who will never be present on a school district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for contractors with the School District of Lee County 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>.

**THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.**

## PUBLIC NOTICE

RFP # R167266TA  
GROUP CRITICAL ILLNESS AND GROUP ACCIDENT INSURANCE  
May 18, 2016 at 2:00 PM local time

Sealed proposals for **Group Critical Illness & Group Accident Insurance** 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 May 18, 2016 at 2:00 PM local time.

Interested parties must register with the Department of Procurement Services by contacting Procurement Coordinator, Tracey Adams at [TraceyNA@LeeSchools.net](mailto:TraceyNA@LeeSchools.net) and provide the responding proposer name, primary point of contact for this RFP, phone number, and e-mail address.

All proposals submitted shall be on the Official Proposal Form included in the RFP specifications, a copy of which may be reviewed or obtained at the Office of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>.

Questions: Questions regarding specifications or intended work shall be submitted in writing to The Department of Procurement Services, Tracey Adams at [TraceyNA@leeschools.net](mailto:TraceyNA@leeschools.net). Questions are due no later than **May 4, 2016 at 2:00 PM**.

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

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

BY:           /s/ Tracey Adams            
Tracey Adams  
Procurement Coordinator

Publicly posted in the lobby of the Lee County Public Education Center on April 21, 2016.



## **DETAILED SPECIFICATIONS**

### **Group Critical Illness and Group Accident Insurance RFP No. R167266TA**

#### **1. OVERVIEW**

The School District of Lee County (hereinafter The District), Department of Procurement Services, with this Request for Proposals (RFP) is seeking proposals from interested parties to provide comprehensive Group Critical Illness and Group Accident Insurance. Responses will be received by the District's **Department of Procurement Services**, 2855 Colonial Blvd., Fort Myers, Florida, 33966-1012 until 2:00 pm on the date specified on the cover sheet of this "Request for Proposal". Any questions regarding this RFP should be directed to the agent listed on the cover page of this solicitation, or by calling Department of Procurement Services at (239) 337-8180.

The RFP is being issued with the intent to provide benefits in place of the current cancer and specified insurance plan, to all employees of the School District of Lee County, Florida. The District is soliciting Proposals for Group Critical Illness and Group Accident Insurance. The School District of Lee County reserves the right to reject any and all proposals, to waive formality in competitive bidding procedures, to withdraw the RFP without awarding a contract, or to award all or part of the program to one or more carrier. The District may select a separate carrier for each plan or may choose to select one carrier for both Group Critical Illness and Group Accident Insurance. Proposers are asked to offer product(s) at the most competitive prices and guarantee rates for a minimum of five (5) years to ensure price stability for plan members. Proposers are asked to provide monthly Issued-Age based rates and Attained-Age based rates for the Critical Illness plan. Proposers are asked to provide composite monthly rates for the Accident Plan.

The District currently offers a group cancer and specified disease insurance plan through Allstate American Heritage which expires on 3/31/17. The District is in search of an HSA-Compatible Critical Illness group insurance policy and a group Accident Plan to be offered to all regular employees who scheduled to work 20 or more hours per week. Since this will be a new product offering, the District would offer all actively at work, benefit eligible employees the opportunity to enroll during the Open Enrollment 2017 period based on the guaranteed issue terms proposed within the Proposal. If an employee is on a leave of absence at the time of the Open Enrollment, that employee will be allowed to enroll within 30 days of their return to work date.

The plan year for Group Critical Illness and Group Accident Insurance is April 1 through March 31. Active employees have their annual Group Critical Illness and Group Accident Insurance premiums deducted from their paychecks in either 20 or 24 equal installments. The last payroll deductions for existing coverages will be 3/17/2017. The Awardee will be responsible for direct billing for the District retirees.

Deductions for the plan year beginning April 1, 2017 will commence with the March 31, 2017 paycheck. Premium deductions will be sent for Group Critical Illness and Group Accident Insurance on a monthly basis.

The District's Group Critical Illness and Group Accident Insurance will be adopted as part of its Section 125 Flexible Benefits Plan, thereby offering District employees the advantage of purchasing this benefit with pre-tax dollars, and ensuring a full year's participation for all enrolled employees, except for those who have a qualified Change in Status.

Proposer shall provide a designated service team that shall be accessible via direct dial phone numbers and provide electronic capabilities for accepting eligibility and enrollment files and fee payments through self-bill procedures. Consideration will also be made for technological functionality and flexibility to accommodate District specifications that increase member satisfaction and reduce the administrative burden on the District.

In order to properly evaluate the financial impact of these plans, this RFP requests data necessary to properly evaluate the plan proposed. Proposers who do not provide the requested information may be negatively impacted during the evaluation process.

Aon Consulting will be providing consultant services to the District in relation to this RFP. The District prefers to receive proposals directly from insurance carriers able to provide the benefits and administrative support requested within the Group Critical Illness and Group Accident Insurance plans.

The School District of Lee County will not be responsible for errors or omissions made in your proposal. You will be permitted to submit only one proposal. Revisions to an original submission may only be allowed as requested by The School District of Lee County. Proposals should be complete and comply with all aspects of these specifications. Any missing information could disqualify a proposal from further evaluation. Unless noted to the contrary, we will assume that proposals conform to the specifications in every way.

2. **GOAL**

The District's goal for Group Critical Illness and Group Accident Insurance is to provide an affordable option for all District employees to obtain Group Critical Illness and Group Accident Insurance on a guarantee issue basis that can also complement their coverage under a high-deductible, HSA-eligible medical plan.

3. **QUESTIONS ABOUT THE RFP**

Any questions concerning the Request for Proposal shall be directed in writing to:

The School District of Lee County  
Department of Procurement Services  
Tracy Adams, Procurement Coordinator  
2855 Colonial Blvd., Fort Myers, FL 33966  
Via fax at (239) 337-8200 or  
E-mail: [TraceyNA@LeeSchools.net](mailto:TraceyNA@LeeSchools.net)

All questions must be received no later than **Friday, May 4, 2016 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on The District's website <http://www.leeschools.net/procurement> Proposer shall be responsible for the acknowledgement of each addendum on the Addenda Acknowledgement Form herein.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

All proposals submitted shall be on the Request for Proposals form included in the specifications, a copy of which may be reviewed or obtained at the Office of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>.

Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members related to or involved with this proposal. All inquiries must be written and directed to the Department of Procurement Services.

4. **CONTRACT TERM**

The District anticipates awarding a contract for five (5) 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 nine (9) years, upon mutual agreement of both

parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The Proposer agrees to this condition by signing its proposal.

5. **ESTIMATED TIMELINE**

April 21, 2016	Release of RFP No. R167266TA
May 4, 2016	Written questions due in the Department of Procurement Services by 2:00 PM, local time
May 18, 2016	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
June 20, 2016	Proposal reviews begin
Week of July 20, 2016	Optional Finalist interviews, scheduled at the District's discretion
September, 2016	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.

6. **PROPOSAL SUBMITTAL**

In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the RFP shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria utilizing the Proposer's phrasing to complete the requested listing. Include one (1) original, manually signed proposal, six (6) copies, and one (1) electronic copy on flash drive identical to the original. Proposers are asked to complete the Attachment A in Excel format (e.g. with no locked cells; Adobe PDF is not acceptable). **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**

- 6.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 6.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 6.3 **Letter of Transmittal:** Introduce the individual, organization, or partnership responding to the RFP. Provide a brief overview of the business history, experience, or skills that qualify the Proposer to offer a response as a subject matter expert on the topic of interest. The District requests the respondent to designate a single contact for receipt of information regarding this RFP and any forthcoming RFP correspondence. Include the names of the persons who will be authorized to make representations for the Proposer, their titles, email addresses, mailing addresses and telephone numbers.

- 6.4 **Corporate Overview:** Provide the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior management and other professional staff employed at that office and the name of each individual in charge.

Disclose under what other or former name(s) the Proposer is currently operating or has operated.

Provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Provide proof the Proposer satisfies the requirements specified in Section 7, Minimum Eligibility Requirements.

- 6.5 **Required Submittal Checklist:** Proposer shall complete and submit the Request for Proposal coversheet, page 1 of the RFP, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
- 6.6 **Attachment A – Questionnaire and Rate Exhibit:** Proposers shall complete Attachment A in Excel, answering all questions as they relate to the Group Critical Illness and Group Accident Insurance plans. For any additional service offerings not requested by the District, provide a detailed description of the offering and the benefit to the District.
- 6.7 **Attachment B – Samples of communications:** Proposers shall provide samples of benefit communications and marketing materials for the Group Critical Illness and Group Accident Insurance plans.
- 6.8 **Attachment C – Implementation Timeline:** Proposers are asked to include a suggested implementation timeline beginning after Board award in September, Open Enrollment beginning in January 2017, and benefit effective date of April 1, 2017.
- 6.9 **Attachment D - Sample Administrative Agreement:** Proposers shall provide a sample administrative contract (or similar, if applicable)
- 6.10 **Attachment E – Policy Exclusions:** Proposers shall provide a complete list of all policy exclusions, including any state variations for the Group Critical Illness and Group Accident Insurance plans proposed.
- 6.11 **Attachment F: Sample Policy / Certificate:** Proposers shall provide a sample policy and/or certificate of coverage for the Group Critical Illness and Group Accident Insurance plans proposed.
- 6.12 **Attachment G - Reference Form:** Proposer shall provide three (3) large (1000+) current and three (3) large (1000+) terminated clients for Group Critical Illness and/or Group Accident Insurance plans in the following order of preference: Florida school districts, other Florida public entities, non-public entities.
- 6.13 **Attachment H - Compensation for Services Form:** Proposer shall complete Attachment B, Compensation for Services Form. No deviations from this form are permitted. No conditions or qualifications (e.g. participation requirements) to the quoted rates are acceptable.
- 6.14 **Attachment I – Insurance Requirements Form:** Proposer shall complete the District's Insurance Requirements form.

- 6.15 **Attachment J – Acknowledgement of Addendum Form:** Proposer shall complete the form with all required information, copies of all addenda issued, and all signatures as specified.
- 6.16 **Attachment K – Debarment Form:** Proposer shall complete the form for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions.
- 6.17 **Attachment L – Drug Free Workplace Certification:** Proposer shall complete the Drug Free Workplace Certification form.
- 6.18 **Attachment M – Public Entity Crimes Form:** Proposer shall complete, sign and obtain notarization of the form for sworn Public Entity Crimes statements required by section 287.133(3), (A), Florida Statutes.
- 6.19 **Attachment N – Beneficial Interest and Disclosure of Ownership Affidavit:** Proposer shall complete Attachment K with all required information and all signatures as specified, including notarization. The District is requesting this affidavit to include 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.
- 6.20 **Attachment O – Proposal Mailing Label:** Accurately complete and adhere the label to the sealed proposal.

7. **MINIMUM ELIGIBILITY REQUIREMENTS**

In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Proposer is responsible for providing the following information in their response. The Proposer shall also include a statement of acknowledgement for the items below in the Corporate Overview section of the response.

- 7.1 Proposer must be appropriately licensed in the State of Florida to provide Group Critical Illness and Group Accident Insurance. Proposer shall provide a copy of the license(s) with the response.
- 7.2 If the proposer is an insurance carrier, Proposer must have an AM Best rating in the secure bracket of the AM Best rating as of July 1, 2015. Provide a copy of the Proposers most recent AM Best rating published from the AM Best website. Print date must be no earlier than July 1, 2015.
- 7.3 If not an insurance company and as such not rated by AM Best, then the Proposer shall supply three (3) years of the most recent independently audited financial statements for the proposal to be considered.

8. **EVALUATION OF PROPOSALS**

The Procurement Agent and the Evaluation Committee reserve the right to: ask questions of a clarifying nature after proposals have been opened; interview any or all Proposers that respond to the RFP; or make recommendations based solely on the information contained in the proposals submitted. Proposals that meet or exceed the Minimum Eligibility Requirements shall be evaluated by the Committee according to the following criteria:

Evaluation Criteria	Maximum Points
Plan Costs	40
Plan Design	40
Service Capabilities, Administrative Support, and References	20
<b>Total Possible Points</b>	<b>100</b>

If the District chooses to conduct Finalist interviews, Finalists will further be evaluated based on the criteria below:

Finalist Evaluation Criteria	Maximum Points
Presentation	20
Scope/Plan Design	30
Flexibility	20
Cost	20
References	10
<b>Total Possible Points</b>	<b>100</b>

9. **PERFORMANCE STANDARD:** The District may negotiate additional performance standards and performance guarantees with the selected Proposer(s). The District reserves the right to negotiate any and all performance standards at its discretion.

ATTACHMENT A- Group Critical Illness and Group Accident Insurance, Seven (7) TABS

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA  
DEPARTMENT OF PROCURMENT SERVICES  
RFP No. R167266TA  
GROUP CRITICAL ILLNESS AND GROUP ACCIDENT INSURNCE

DATE SUBMITTED: \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

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

Having carefully examined the "General Conditions", the "Detailed Specifications", and the separate Attachment A (in Microsoft Excel format and containing seven (7) individual worksheets), 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 Excel format and may be reviewed or downloaded from the District's Department of Procurement Services website <http://www.leeschools.net/procurement>. The attachment may also be obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

There are seven (7) worksheets within the Microsoft Excel file. All seven (7) worksheets have been accurately and fully completed according to the instructions herein.

\_\_\_\_\_  
Printed name of authorized representative with the authority and responsibility to legally bind the Proposer

\_\_\_\_\_  
Signature of authorized representative with the authority and responsibility to legally bind the Proposer

\_\_\_\_\_  
Date

**ATTACHMENT B – REFERENCE FORM**

**Group Critical Illness and Group Accident Insurance  
RFP No. R167266TA**

Provide three (3) current, large (1000+) and three (3) terminated large (1000+) clients for group critical illness and group accident insurance in the following order of preference: Florida school districts, other Florida public entities, non-public entities. The District prefers businesses to provide references exclusive of the District.

The District will consider bidders with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

<b>1.</b>	<b>Current Large (1000+) Client Reference</b>	<b>Terminated Large (1000+) Client Reference</b>
<b>Client Name</b>		
<b>Contact Person</b>		
<b>Title</b>		
<b>Phone</b>		
<b>Email</b>		
<b>Address</b>		
<b>Peak Enrollment (#)</b>		
<b>Peak Value (\$)</b>		



**ATTACHMENT B – REFERENCE FORM - continued**

<b>2.</b>	<b>Current Large (1000+) Client Reference</b>	<b>Terminated Large (1000+) Client Reference</b>
<b>Client Name</b>		
<b>Contact Person</b>		
<b>Title</b>		
<b>Phone</b>		
<b>Email</b>		
<b>Address</b>		
<b>Peak Enrollment (#)</b>		
<b>Peak Value (\$)</b>		

<b>3.</b>	<b>Current Large (1000+) Client Reference</b>	<b>Terminated Large (1000+) Client Reference</b>
<b>Client Name</b>		
<b>Contact Person</b>		
<b>Title</b>		
<b>Phone</b>		
<b>Email</b>		
<b>Address</b>		
<b>Peak Enrollment (#)</b>		
<b>Peak Value (\$)</b>		

Additional references may be provided, using additional reference forms.

**ATTACHMENT C - INSURANCE REQUIREMENTS FORM**

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

<b>INSURANCE TYPE</b>	<b>REQUIRED LIMITS</b>	
<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 with no limiting endorsements.	<u>Bodily Injury &amp; Property Damage</u>	Single Limit Per Occurrence
	<u>\$1,000,000.00</u>	
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The 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/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The 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	<u>\$1,000,000.00</u>	
b) Builder's Risk	\$ -0-	

**The School Board of Lee County Florida Insurance Requirements**  
(Continued)

X 6. Vendor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor 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 Commercial General 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 Bid Number and Title.**

---

**BIDDER'S AND INSURANCE AGENT STATEMENT:**

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

A current certificate of insurance is attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

---

Proposer Name Proposer Title

---

Signature of Proposer

**ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM**

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

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

Addendum #1 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #2 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #3 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #4 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #5 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #6 \_\_\_\_\_ Date Issued: \_\_\_\_\_ Attached to proposal? \_\_Y\_\_N

Signature

Addendum #7 \_\_\_\_\_ 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 proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled  Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,  without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)



**ATTACHMENT H – 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 interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of 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 I – WAIVER OF TRADE SECRET FORM**

**WAIVER OF TRADE SECRET**

As part of the evaluation process for proposals submitted to the School District of Lee County (“District”) in response to R167266TA, Group Critical Illness and Group Accident Insurance, the proposals will be discussed at a public meeting. The undersigned hereby waives any right to a claim of disclosure of trade secret as a result of such discussion and hereby indemnifies the District from any damages as a result of same.

If the District should receive a request to disclose any of the documents submitted and identified as trade secret in response to R167266TA, the District will notify the proposer of same. Within ten (10) days of receipt of notification, proposer will notify District if it intends to pursue a court order protecting the disclosure of such information at proposer’s sole cost and expense. Failure of proposer to notify the District of its intent to seek protection shall authorize the disclosure of the requested information. If vendor timely notifies District of its intent to pursue a court order protecting the disclosure of the information, District will take reasonable steps to cooperate with proposer in contesting such request.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT J - SEALED PROPOSAL LABEL**

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

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

FROM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

**Group Critical Illness & Group Accident Insurance**  
RFP NO.: R167266TA  
OPENS: May 18, 2016 at 2:00 pm

## Exhibit 1 – District Census Data

The exhibit is available as a separate downloadable document in a useable Microsoft Excel format and may be downloaded from the District's Procurement Services Department website <http://www.leeschools.net/procurement>. The exhibit may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

## Exhibit 2 – Example of 834 File

The exhibit is available as a separate downloadable PDF document and may be downloaded from the District's Department of Procurement Services website <http://www.leeschools.net/procurement>. The exhibit may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966