



REQUEST FOR PROPOSALS

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

Release Date: April 29, 2015

RFP No.: R157222TA

RFP Title: **Group Dental Insurance**

Contact: Tracey Adams, 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 **2:00 p.m. local time on May 26, 2015** and plainly marked RFP No. R157222TA. 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"/> Required Submittal Checklist (this page) | <input type="checkbox"/> (Attachment H) Public Entities Crime Form <u>notarized</u> |
| <input type="checkbox"/> (Attachment A) Scope of Service | <input type="checkbox"/> (Attachment I) Beneficial Interest & Disclosure of |
| <input type="checkbox"/> (Attachment B) Questionnaire Form (13 tabs) | <input type="checkbox"/> (Attachment J) Sealed Proposal Label |
| <input type="checkbox"/> (Attachment C) Reference Form | <input type="checkbox"/> Copy of Insurance Carrier License |
| <input type="checkbox"/> (Attachment D) Insurance Requirements Form | <input type="checkbox"/> One (1) manually signed proposal, eight (8) copies, |
| <input type="checkbox"/> (Attachment E) Addenda Acknowledgement Form | and an electronic version in usable Microsoft Word or |
| <input type="checkbox"/> (Attachment F) Debarment Form | Excel format on CD/DVD or flash drive as required herein. |
| <input type="checkbox"/> (Attachment G) Insurance Requirements Form | |
| Ownership Affidavit <u>notarized</u> | |

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"/> Could not meeting bonding requirements | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Keep our company on the bid list for future bids |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other |

TABLE OF CONTENTS

	<u>Page</u>
Required Submittal Checklist	1
General Conditions.....	3
Detailed Specifications	10
Estimated Timeline.....	11
Proposal Submittal (Information to be Included in the Proposal)	11
Evaluation of Proposals.....	13
Attachment A – Scope of Services	15
Attachment B – Questionnaire.....	17
Attachment C – Reference Form.....	18
Attachment D – Insurance Requirements Form	20
Attachment E – Addenda Acknowledgement Form	22
Attachment F – Debarment Form	23
Attachment G – Drug-Free Workplace Certification Form	24
Attachment H - Public Entity Crimes Form	25
Attachment I - Beneficial Interest and Disclosure of Ownership Affidavit	27
Attachment J – Proposal Mailing Label	29
Exhibit 1 – District Census Data	30
Exhibit 2 – District DPPO Claim Experience.....	31
Exhibit 3 – District DHMO Claim Experience.....	32
Exhibit 4 –Certifications of Insurance	33

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.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
 - b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
 - a) Proposers will be evaluated, scored and ranked based on their 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.
 - b) 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://procurement.leeschools.net/bids.htm>.
 - c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
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.
 - a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the

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

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

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 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 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:
 - 1 Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
 - 2 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.
 - 3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4 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. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. **COST:** \$94.50/Fingerprint (Price includes \$54.50 for fingerprints, \$24.00 for 5 year retention fee, \$10 for badge, \$6 for processing fees).

LOCATIONS: Pack & Send

8595 College Parkway

Fort Myers, FL 33919

Phone: (239) 433-0747

UPS Store

8805 Tamiami Trail

Naples, FL 34108

Phone: (239) 597-9221

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

Vendors must register on-line to schedule fingerprinting and choose their method of payment (credit card or money order).

Register at <http://lee.sofn.net>

PUBLIC NOTICE

RFP # R157222TA
GROUP DENTAL INSURANCE
April 29, 2015 at 2:00 PM local time

Sealed proposals for **Group Dental 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 26, 2015 at 2:00 PM local time**. Project scope is to provide benefits equal to or superior to those of the current District group dental insurance plan, to the employees of the School District of Lee County, Florida. The successful vendor shall offer its product(s) at competitive prices and guarantee rates for four (4) years to ensure price stability for plan members.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Tracey Adams at 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 Attachment A, Bid Response Form included in the bid specifications, a copy of which may be reviewed or obtained at the Department of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

Questions: Questions regarding specifications or intended work shall be submitted in writing to The Department of Procurement Services, Tracey Adams at TraceyNA@leeschools.net. Questions are due no later than **May 8, 2015 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 Agent

Publicly posted in the lobby of the Lee County Public Education Center on April 29, 2015.

DETAILED SPECIFICATIONS

Group Dental Insurance

RFP No. R157222TA

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 Dental 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 Proposals". Any questions regarding this RFP should be directed to Tracey Adams, TraceyNA@leeschools.net.

This RFP is being issued with the intent to offer dental benefits that are improved and updated from the currently offered dental insurance plans, to the employees of the School District of Lee County, Florida. The District is soliciting Proposals for a variety of dental plans with in-network and out-of-network coinsurance on a group dental platform. Proposers are requested to quote all of these requested plan options. The successful vendor should offer its product(s) at competitive prices, for each plan design offered, and guarantee rates for a minimum of four (4) years to ensure price stability for plan members.

The existing DHMO and PPO plan designs are outdated and the School District through this process is looking to update and provide additional coverage and benefits to ensure the best value for the cost of each plan. The District will evaluate the offerings and at the District's sole option determine which product / plan offering will best meet the needs of the District employees.

The District currently offers three (3) voluntary dental plans through Humana a High PPO, Low PPO and DHMO plan to its approximately 10,600 eligible employees including actives, dependents and retirees. Approximately 8,450 employees and retirees (some with dependents) are currently enrolled in the Humana plans.

All regular employees who work 20 or more hours per week are eligible to purchase this voluntary group dental insurance. For new employees and their dependents, dental insurance will be effective the first of the month following a 45-day waiting period. The District does not contribute toward any of the dental coverage. The current plans are named:

- Humana DHMO (Plan #HS195)
- Humana High PPO (Plan #CR3VSDH1)
- Humana Low PPO (Plan #CR3VSDL2)

Eligible Dependents of an Eligible Employee are:

- Lawful Spouse;
- Children from birth to end of the calendar year they turn the age of 26;
- Unmarried children can continue coverage from the beginning of calendar year of their 27th birthday to the end of the calendar year in which they turn the age of 30, if child:
 - Does not provide more than half (1/2) of his/her own financial support; **AND**
 - Has no dependents of his/her own; **AND**
 - Is a resident of Florida **OR** a full-time or part-time student; **AND**
 - Is uninsured and not entitled to Medicare.

The first plan year for dental insurance is April 1, 2016 through March 31, 2017. Active employees have their annual dental insurance premiums deducted from their paychecks in either 20 or 24 equal installments. Deductions for the plan year beginning April 1, 2016, will commence with the last March, 2016 paycheck. Premium deductions will be sent to the dental insurance Vendor on a monthly basis.

The awarded dental benefit Vendor shall be responsible for providing plan booklets and membership cards that the Vendor will mail directly to each employee's home. Throughout the year (new employees or open enrollment) plan booklets and membership cards would be mailed directly to the employee's home.

The District's Group Dental Insurance is a part of its Section 125 Flexible Benefits Plan, thereby offering District employees the advantage of purchasing this benefit with pre-tax dollars, and ensuring this dental insurance Vendor a full year's participation for all enrolled employees, except for those who have a qualified Change in Status.

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 scoring process, and/or may be deemed non-responsive to the RFP requirements, at the District's sole discretion.

Aon Consulting will be providing consulting services to the District for this RFP and will be the agent of record for the account. As such, the response to the RFP should include a commission of 5%.

2. GOAL

The District's goal for Group Dental Insurance is to offer a variety of dental insurance plans that meet the needs of District employees at an effective total cost. The District reserves the right to negotiate with the final Proposers any combination of plans across the proposed dental package alternatives.

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
Tracey Adams, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail: TraceyNA@LeeSchools.net

All questions must be received no later than **May 8, 2015 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on The District's website <http://procurement.leeschools.net/bids.htm>. Proposer shall be responsible for the acknowledgement of each addendum on 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 Official Proposal 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 the School District of Lee County, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

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 purpose of this RFP is to establish a contract beginning on **April 1, 2016, and continuing through March 31, 2020**. The contract (or any portion thereof) may, by mutual agreement between the District and the awardee, upon final District approval, be extended for two (2) additional two (2) year periods and, if needed, ninety (90) days beyond the

expiration date of the final renewal period. 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 29, 2015	Release of RFP No. R157222TA
May 8, 2015	Written questions due in the Department of Procurement Services by 2:00 PM, local time
May 26, 2015	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
June 26-26, 2015	Proposal reviews begin
July 20-24, 2015	Optional interviews, schedule at the District's discretion
September, 2015	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, eight (8) copies, and an electronic version on CD/DVD or flash drive identical to the original. Attachments shall be completed in a usable Word or Excel format (e.g. with no locked cells; Adobe PDF is not acceptable). Paper documents shall be considered the official response. **Failure to comply with proposal submittal requirements may result in proposal being judged non-responsive.**

- 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, 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 - Scope of Services:** Proposers shall complete Attachment A and clearly describe how the Proposer can accomplish each of the Scope of Services listed. 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 - Questionnaire:** Proposer shall complete all questions clearly and precisely that are contained in Attachment B.
- 6.8 **Attachment C - Reference Form:** Proposer shall provide three (3) large (1000+) current and three (3) large terminated clients for Dental Insurance in the following order of preference: Florida school districts, other Florida public entities, non-public entities.
- 6.9 **Attachment D – Insurance Requirements Form:** Proposer shall complete the District's Insurance Requirements form.
- 6.10 **Attachment E –Addenda Acknowledgement Form:** Proposer shall complete form with all required information, copies of all addenda issued, and all signatures as specified.
- 6.11 **Attachment F – Debarment Form:** Proposer shall complete the form for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions.
- 6.12 **Attachment G – Drug Free Workplace Certification:** Proposer shall complete the Drug Free Workplace Certification form.
- 6.13 **Attachment H – 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.
- 6.14 **Attachment I – Beneficial Interest and Disclosure of Ownership Affidavit:** Proposer shall complete Attachment I 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.

- 6.15 **Attachment J – Proposal Mailing Label:** Accurately complete and adhere the label to the sealed proposal.
- 6.16 **Exhibit 1 – District Census Data:** Exhibit 1 provides reference material for Proposers concerning the District's census information related to dental claims. The attachment 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://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.
- 6.17 **Exhibit 2 – District DPPO Claim Experience:** Exhibit 2 provides reference material for Proposers concerning the District's claims experience related to DPPO dental claims. The attachment is available as a separate downloadable document in an Adobe PDF format and may be downloaded from the District's Procurement Services Department website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Procurement Services Department located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.
- 6.18 **Exhibit 3 – District DHMO Claim Experience:** Exhibit 3 provides reference material for Proposers concerning the District's claims experience related to DHMO dental claims. The attachment is available as a separate downloadable document in an Adobe PDF format and may be downloaded from the District's Procurement Services Department website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Procurement Services Department located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.
- 6.19 **Exhibit 4–Certificates of Insurance:** Exhibit 4 provides reference material for Proposers concerning the District's current certificates of insurance with the current dental insurance provider. The attachment is available as a separate downloadable document in an Adobe PDF format and may be downloaded from the District's Procurement Services Department website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Procurement Services Department located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

7. MINIMUM ELIGIBILITY REQUIREMENTS

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. The Proposer is responsible for providing the following information in their responses. The Proposer should 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 as an insurance carrier or a pre paid limited health service provider able to provide dental insurance. Provide a copy of license.

7.2 If the Proposer is an insurance carrier, Proposer must be rated in the Secure bracket of the AM Best rating (defined as B+ or higher) as of May 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 May 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.

7.4 Proposers are required to respond to all of the requested plan options.

7.5 Proposers are required to provide an on-site representative no less than one day per week all year, and two days per week during the months of July and August. This individual must be a member of the SDLC Service team, but does not need to be the Account Manager.

7.6 Proposers must be able to provide a weekly claims feed to the District's FSA Vendor at no additional cost.

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. The Committee shall evaluate all proposals received, which meet or exceed Section 7, Minimum Eligibility Requirements. Proposals that meet or exceed Minimum Eligibility Requirements shall be evaluated by the Committee according to the following criteria:

Evaluation Criteria	Maximum Points
Net Cost Consideration	30
Plan Design and Value Added Benefits	30
Service Capabilities	15
Network Access and Disruption	20
Related Experience and References	5
Total Possible Points	100

9. **PERFORMANCE STANDARDS:** 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 - SCOPE OF SERVICES

GROUP DENTAL INSURANCE - RFP No. R157222TA

Clearly describe how the Proposer can accomplish each of the following Scope of Services specified in the table below. Deviations should be provided on a separate attachment, titled "[Proposer Name]_Deviations from Scope of Services".

Scope of Services	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
1. Rate quotation should assume a fully insured funding arrangement will be in effect for the life of the contract.			
2. Variations in actual enrollment shall have no affect on the rate quotation. The proposal shall be valid regardless of the final enrollment mix.			
3. Provide a provider directory file in the format specified by the District. An electronic PDF format will be requested for the District and paper directories shall be used for distribution to employees. Both the electronic and paper directories will need to contain only the providers in the following counties: Charlotte, Collier, Hendry, and Lee.			
4. Annual open enrollment will be conducted manually and electronically and submitted to each awardee(s) via manual and electronic format, both at the District's discretion. Awardee should be able to receive data in HIPAA 834 / 5010 format files.			
5. Provide customer service lines with a toll-free line for employees. Hours of operation should be 8:00 a.m. to 8:00 p.m. local time for the District.			
6. If selected, Proposer shall accept a "self-bill" electronic media transfer of employee name, employee number or social security number and total employee deductions taken as a payment remittance			
7. Provide direct billing and premium remittal services for retirees, retiree dependents, and over aged dependents, if applicable.			
8. If selected as an awardee, Proposer shall provide dental insurance materials for open enrollment and new hire orientation. These materials shall be reviewed by the Insurance and Benefits staff prior to the awardee printing and distributing the materials. Open enrollment materials must be received by mid-November.			
9. Member handbooks and certificates of coverage (including documentation of appeal/grievance process) are to be mailed, in a timely manner, directly to the employee's home, with postage costs to be paid by the awardee(s). The Insurance and Benefits staff shall approve the format and materials prior to being sent to employees homes.			

Scope of Services	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
10. Proposer is required to maintain compliance with appropriate Federal and State statutes for the duration of the contract term.			
11. The Contract situs will be Lee County, Florida.			
12. Actively-at-work provisions shall be waived for all participants.			
13. The awarded Proposer(s) shall agree to supply the District with standardized reports. These reports shall include, but will not be limited to member-specific information, member enrollment information and/or claim reports. The District is not requesting individually identifiable reports from carriers, however at a minimum requests reports that contain summary utilization data, loss ratio data, paid claims, data, incurred claims data, in and out of network data, enrollment data, and top utilized providers.			
14. Proposers are required to provide an on-site representative no less than one day per week all year, and two days per week during the months of July and August. This individual must be a member of the SDLC Service team, but does not need to be the Account Manager.			
15. Proposers must be able to provide a weekly claims feed to the SDLC's FSA Vendor at no additional cost.			

ATTACHMENT B – QUESTIONNAIRE

GROUP DENTAL INSURANCE - RFP No. R157222TA

IMPORTANT: Failure to provide the information requested in the format requested may result in proposal being judged non-responsive.

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 B (in Microsoft Excel format and containing twelve (12) individual worksheets), and four (4) Attachment B supplement documents all of which are contained herein, the Undersigned proposes to furnish the services and plans described in Attachment B.

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://procurement.leeschools.net/bids.htm#active>. The attachment may also be obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

There are twelve (12) worksheets within the Microsoft Excel file. All twelve (12) worksheets have been accurately and fully completed according to the instructions and all four (4) supplemental attachments are contained 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 C – REFERENCE FORM
Group Dental Insurance - RFP No. R157222TA

Provide three (3) current, large (1000+) and three (3) terminated large (1000+) clients for dental 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.

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

ATTACHMENT C – REFERENCE FORM - continued

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

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

Additional references may be provided, using additional reference forms.

ATTACHMENT D - INSURANCE REQUIREMENTS FORM
Group Dental Insurance - RFP No. R157222TA

The School District 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 with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u> Single Limit Per Occurrence
<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 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 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 District.	
<u> X </u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u> Each Occurrence
<u> </u> 5. Other Insurance as indicated below: a) Professional Liability b) Builder's Risk	\$ 5,000,000 Each occurrence; \$20,000,000 aggregate \$ -0-

The School District of Lee County Florida Insurance Requirements
(Continued)

 X 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The District with certificates of insurance meeting the required insurance provisions.

 X 7. The School District of Lee County must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.

 X 8. The School District of Lee County shall be named as the Certificate Holder.

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

The School District of Lee County, Florida
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 District of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The District desires proof of insurability at levels required for this bid.

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

Proposer Name

Proposer Title

Signature of Proposer

ATTACHMENT E - ADDENDA ACKNOWLEDGEMENT FORM
Group Dental Insurance - RFP No. R157222TA

The undersigned acknowledges the receipt of any addenda and includes a copy of each with proposal.

Addendum #1_____ Date Issued:_____ Attached to bid: __Y__N

Addendum #2_____ Date Issued:_____ Attached to bid: __Y__N

Addendum #3_____ Date Issued:_____ Attached to bid: __Y__N

Addendum #4_____ Date Issued:_____ Attached to bid: __Y__N

Addendum #5_____ Date Issued:_____ Attached to bid: __Y__N

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.

Please include a copy of each addendum with your proposal submittal. Failure to comply with these proposal submittal requirements may result in the proposal being judged non-responsive.

ATTACHMENT F – DEBARMENT FORM

Group Dental Insurance - RFP No. R157222TA

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 G - DRUG-FREE WORKPLACE CERTIFICATION
Group Dental Insurance - RFP No. R157222TA

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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT H - PUBLIC ENTITY CRIMES FORM
Group Dental Insurance - RFP No. R157222TA

**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 I - BENEFICIAL INTEREST AND DISCLOSURE OF
OWNERSHIP AFFIDAVIT**

Group Dental Insurance - RFP No. R157222TA

Project: Group Dental Insurance Bid No: R157222TA

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 _____, 201__, 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 trust, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

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

Name	Address	Percentage
Name	Address	Percentage
Name	Address	Percentage

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

Name	Address	Percentage
Name	Address	Percentage
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 _____, 201__, by _____. Such person(s). (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

Print, Type or Stamp Name of Notary Public

ATTACHMENT J- PROPOSAL MAILING LABEL
Group Dental Insurance - RFP No. R157222TA

Please 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 OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

Group Dental Insurance
RFP NO.: R157222TA
OPENS: WEDNESDAY, May 26, 2015 at 2:00 pm

Exhibit 1
DISTRICT CENSUS DATA

Group Dental Insurance - RFP No. R157222TA

The attachment is available as a separate downloadable document in a useable Microsoft Excel format and may be downloaded from the District's Department of Procurement Services website

<http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

Exhibit 2
DISTRICT DPPO CLAIM EXPERIENCE

Group Dental Insurance - RFP No. R157222TA

The attachment is available as a separate downloadable document in a useable Microsoft Excel Format and may be downloaded from the District's Department of Procurement Services website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966. The information provided is the full data set available, and no further claims experience/loss ratio data will be released.

Exhibit 3
DISTRICT DHMO CLAIM EXPERIENCE

Group Dental Insurance - RFP No. R157222TA

The attachment is available as a separate downloadable PDF document and may be downloaded from the District's Department of Procurement Services website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966. The information provided is the full data set available, and no further claims experience/loss ratio data will be released.

Exhibit 4
CERTIFICATES OF INSURANCE

Group Dental Insurance - RFP No. R157222TA

The attachment is available as a separate downloadable PDF document and may be downloaded from the District's Department of Procurement Services website <http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966. The District does not anticipate that proposed plans will match the current plans.