



REQUEST FOR PROPOSALS (RFP)

RFP NO. 5001-RH-2022

**PROJECT NAME: FULLY INSURED GROUP MEDICAL
AND PHARMACY INSURANCE BENEFITS**

**PURCHASING DEPARTMENT
2845 SE DIXIE HWY STUART, FL., 34997
TEL (772) 219-1255
EMAIL bids@martinschools.org**



Table of Contents

SECTION I – NOTICE OF RFP/ADVERTISEMENT LN

SECTION II – DEFINITIONS 1

SECTION III – INSTRUCTIONS TO PROPOSERS 3

SECTION IV – GENERAL CONDITIONS 10

SECTION V – STATEMENT OF SERVICES 15

 5.1 OVERVIEW 15

 5.2 MINIMUM QUALIFICATIONS AND EXPERIENCE 15

 5.3 JOB RESPONSIBILITIES **Error! Bookmark not defined.**

 5.4 SERVICING PROCEDURES **Error! Bookmark not defined.**

 5.5 SAMPLE FORMS **Error! Bookmark not defined.**

 5.6 WORK ORDER, INVOICING AND PAYMENT **Error! Bookmark not defined.**

 5.7 ESTIMATED USAGE/EXPENDITURE **Error! Bookmark not defined.**

 5.8 CONFIDENTIAL RECORDS 37

 5.9 ADDITIONAL TERMS AND CONDITIONS 14

SECTION VI – INSTRUCTIONS FOR PREPARING SUBMISSIONS 38

 6.1 RULES FOR SUBMISSION 38

 6.2 PROPOSAL FORMAT 38

 6.3 LETTER OF TRANSMITTAL 38

 T1 Company Qualifications 38

 T2 Experience/Skills 38

 T3 Approach/Methodology 39

 T4 Proposed Cost 39

 T5 References 39

 T6 Insurance 39

 T7 Submittal Information 39

 T8 Optional Information 39

 T9 Addenda 39

SECTION VII – EVALUATION OF SUBMISSIONS 40

 7.1 EVALUATION METHOD & CRITERIA 40

 7.2 SELECTION 40

 7.3 PRESENTATIONS 40

 7.4 NEGOTIATIONS 40

 7.5 BEST AND FINAL OFFER 40

 7.6 CONTINGENT FEES PROHIBITED 41

SECTION VIII – ATTACHMENTS A-G 42

 A PROPOSER’S PROFILE STATEMENT 43

 B SUBCONTRACTOR LIST **Error! Bookmark not defined.**

 C NON-COLLUSIVE AFFIDAVIT 45

 D CONFLICT OF INTEREST DISCLOSURE 46

 E DRUG FREE WORKPLACE CERTIFICATION 47

 F PUBLIC ENTITY CRIMES STATEMENT 48

 G SIGNATURE PAGE 50



**NOTICE OF
REQUEST FOR PROPOSAL**

Proposal packages must be submitted electronically through www.DemandStar.com or bids@martinschools.org by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the District or Demandstar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Purchasing Website: <https://www.martinschools.org/Page/945>.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the District.

RFP Number:	5001-RH-2022
RFP Name:	FULLY INSURED GROUP MEDICAL AND PHARMACY INSURANCE BENEFITS
RFP Advertising/Publish Date:	NOVEMBER 14, 2022
Questions Deadline:	NOVEMBER 28, 2022 by no later than 2:00pm eastern time
RFP Closing Date/Time:	DECEMBER 14, 2022 by no later than 2:00pm eastern time
Proposed Evaluation Committee Mtg	JANUARY 23, 2023
Anticipated Award Date	FEBRUARY 21, 2023
Contact Information:	Email: bids@martinschools.org
Email Notifications:	Start all email subject lines with the RFP number for faster recognition.
Submittal Requirements:	Submit the entire Proposal Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall proposals delivered to or received by the District or Demandstar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or bids@martinschools.org on or before the RFP Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit RFP to:	Proposer should submit their proposal indicating Proposer’s name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals may be submitted electronically through www.DemandStar.com or bids@martinschools.org by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified.
RFP Statement of Work:	The Martin County School Board is seeking proposals from qualified firms to provide Fully Insured Group Medical and Pharmacy Insurance Benefits.

Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. The District reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for proposals, to negotiate or refuse to negotiate with any offer, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the District.



ADVERTISEMENT PUBLICATION

Martin County School Board
2845 S.E. Dixie Highway
Stuart, FL 34997

RFP# 5001-RH-2002

FULLY INSURED GROUP MEDICAL AND PHARMACY INSURANCE BENEFITS

The School Board of Martin County, Florida is soliciting proposals from qualified proposer to provide Fully Insured Group Medical and Pharmacy Insurance Benefits on a regular and as-needed basis for a three (3) year initial contract period with three (one) year renewal periods.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Purchasing Website: <https://www.martinschools.org/page/public-notices>

The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **no later than 2:00pm, December 14, 2022.**

Questions: Email bids@martinschools.org by no later than 2:00 pm eastern time on **November 28, 2022.**

Publish Date: **November 14, 2022**



SECTION II DEFINITIONS

1. **BOARD/DISTRICT:** The Martin County School Board (District) a political subdivision of the State of Florida, and its individual and collective departments, managers, staff, and facilities.
2. **CONTRACT:** The written agreement for performance of the Statement of Work according to the terms and conditions in accordance with the Request for Proposal established by the District's Legal Department and entered into between the District and the successful Proposer.
3. **EVALUATION COMMITTEE:** District staff and/or outside consultants assigned to evaluate the submitted proposals.
4. **LOBBYING:** 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 after advertisement and prior to the posted recommendation on the award of the Contract.
5. **NEGOTIATE** or any form of that word means to conduct legitimate, arms-length discussions and conferences to reach an agreement on a term or price. For purposes of this policy, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
6. **PROCUREMENT:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.
7. **"PROVIDER", "RESPONDENT", "CONTRACTOR", "VENDOR" OR "SUCCESSFUL PROPOSER" OR "CONSULTANT":** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the Respondent. The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
8. **PURCHASING DEPARTMENT:** The Purchasing Department of the Martin County School District.
9. **QUALIFICATIONS/PROPOSAL, PROPOSALS,** shall refer to any Offer(s) submitted in response to this Request for Proposals.
10. **REQUEST FOR PROPOSAL, RFP", OR PROPOSAL:** means a solicitation from potential proposers for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined and where price may not be the primary evaluation factor. Evaluation of a submittal response is based on established criteria, which may include, but not be limited to, qualifications, experience, knowledge, operational approach, servicing procedures, and references.

It includes all exhibits and attachments as approved by the District, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.

11. **RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.
12. **RESPONSIVE PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted an, offer, proposal, quotation or response, that conforms in all material respects to the solicitation.



13. **SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the successful proposer.
14. **WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Statement of Work, and the Terms and Conditions of this RFP.



**SECTION III
INSTRUCTIONS TO PROPOSERS**

1. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:

Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.

Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

2. FINGERPRINTING, JESSICA LUNSFORD ACT:

Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.

- 2.1 Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
- 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
- 2.3 Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.
- 2.4 Contractor, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six-foot-high chain link fence separating work area and school.

- 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
- 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
- 2.8 Contractor, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
- 2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
- 2.10 The fingerprint screening must be completed in advance of the awarded Proposer providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Proposer and its employees. Awarded Proposer shall provide District with a list of its employees. Awarded Proposer shall update these lists in the event that any new employees are added and awarded Proposer agrees that new employees shall be fingerprinted. Awarded Proposer agrees that in the event any employee is convicted of a criminal offense, the awarded Proposer shall notify the District within forty-eight (48) hours.
- 2.11 The parties agree in the event that the awarded Proposer fails to perform any of the duties described in the above paragraph, this shall constitute a 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. Awarded Proposer agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Proposer's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

3. QUALIFICATIONS: Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The District may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The District reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the District's satisfaction.

4. ANNUAL APPROPRIATION: This Proposal is conditional upon the District having funding to implement the Contract.



- 5. **FUNDING OUT:** Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Request for Proposals and must be agreed to by all Proposers:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state that the lack of appropriated funds is the reason for termination, and Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another awarded Proposer in the succeeding funding period.

- 6. **COST OF PROPOSAL:** Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the District, and are not to be charged to the District.
- 7. **BACKGROUND INVESTIGATION:** As a part of the RFP evaluation process, the District may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Sheriff's Office. The Proposer's submission of a RFP constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Proposer's qualifications.
- 8. **FACILITIES:** The District reserves the right to inspect the Proposer's facilities at any reasonable time, prior to award of the Proposal, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Proposer.
- 9. **INQUIRIES:** Inquiries concerning Proposal Submittals should be made in writing on bids@martinschools.org. The District will respond to written inquiries by the question deadline prior to the date scheduled for opening the proposals. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated via www.demandstar.com.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

- 10. **INTERPRETATIONS AND ADDENDA:** All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing contact person through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the District. MCSB will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via www.demandstar.com, prior to the submittal date. Questions shall be emailed to bids@martinschools.org with reference to the RFP number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the MCSB Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

- 10.1 If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings, refer to general conditions, and Order of Precedence.
- 10.2 Receipt of all addenda shall be acknowledged, signed by the Proposers.
- 10.3 Respondents may not contact any member of the Evaluation Committee, District employees or Board members.

It is the sole responsibility of the Proposer to ascertain whether any addenda to this RFP has been issued, and to submit all such addenda properly acknowledged with the submittal response.

- 11. **DELAYS:** The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify proposers of all changes in scheduled due dates by written addenda. However, it is the sole responsibility of the Proposer to ensure that their proposal is submitted on or before the RFP Due Date and Time. The District shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. *No exceptions will be made.*
- 12. **SUBMITTAL INFORMATION:** Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals shall be submitted electronically through www.DemandStar.com or bids@martinschools.org by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Late proposals will be retained unopened.
 - 12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the District will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
 - 12.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
 - 12.3 Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
 - 12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.
 - 12.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.
 - 12.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar or bids@martinschools.org on or before the RFP Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
- 13. **EXECUTION OF PROPOSAL:** Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required



acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The submittal of a Statement of Proposal by the Proposer shall be considered by the District as constituting an Offer by the Proposer to perform the required services.

Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

14. **EVALUATION METHODOLOGY:** The District shall assemble an evaluation committee comprised of staff and additional consultants, if necessary. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted. This committee shall evaluate the proposals and may recommend the top ranked for award or recommend the short-listed firms for visual/oral presentations or request additional or clarifying information. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and other requirements as required by the District. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

Shortlisted firms may be asked to make a presentation of its qualifications and methodology. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

The District reserves the right to negotiate an agreement with the shortlisted firms; individually based upon ranking to reach an agreement with the next ranked firm, or to conduct concurrent negotiations; best and final offers, who shall then be recommended to the District Board for award. The District reserves the right to award to one Proposer, to multiple Proposers or to reject all responses. The District shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The District reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, shall be based on both an

objective and subjective comparison of Proposals and Proposers. The District's decisions shall be final. The District's evaluation criteria are stated in Section VII of this RFP.

15. **AWARD OF CONTRACT:** The District reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the District.

District contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the District. No one shall be entitled to rely on any other action as an award. The District shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE DISTRICT TO THE PROPOSER. THE DISTRICT RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE DISTRICT SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

16. **CONTRACT TERMS:**

A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.

Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.
- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.
- Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

17. **REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:** More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The District reserves the right to reject



the proposal of any Proposer in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

- 17.1 The RFP response Package is found to have concealed or contained false and/or misleading information.
 - 17.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
 - 17.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.
 - 17.4 Not including an executed Proposer signature page.
 - 17.5 Not licensed to perform the required work or provide the required product.
 - 17.6 Not eligible to Propose due to violations listed under paragraph #22, Public Entity Crimes.
 - 17.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the District to be the most advantageous.
 - 17.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all of the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.
 - 17.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
18. **WAIVERS:** The Board, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.
 19. **NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning the acknowledgment, noting the reason in the space provided.
 20. **WITHDRAWAL OF PROPOSALS:** Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.
 21. **CONFLICT OF INTEREST:** The Contractor represents and warrants to the District that no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the District that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the District shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.
 - 21.1 The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.
 - 21.2 The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.
 - 21.3 The Consultant shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the District shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Contractor under the terms of this Contract.
 22. **NON-COLLUSION:** By submitting a Proposal the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the District's Proposal list(s).
 23. **PUBLIC ENTITY CRIMES:** The Proposer certifies by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies
 - 23.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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, sub vendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.
- 23.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.
- 23.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of the District. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.
24. **PROPOSAL AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**
25. **PUBLIC RECORDS:** Pursuant to Florida Statute Section 119.071 (3)(b) F.S., sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to §120.57(3)(a), F.S. or within 10 days after Proposal/proposal opening, whichever is earlier.
- If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 772. 219.1200, ext. 30201, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#).**
26. **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
27. **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
28. **BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
29. **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the DemandStar database. Proposers that have received the RFP documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of RFPs and other information to Proposers.
30. **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Proposers, and sub-Proposers in contracting opportunities.
31. **JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.
32. **LOBBYING:** Proposers are hereby advised that they are not to lobby with any District personnel or Board members related to or involved with this Proposal until the administration's recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.
33. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.
34. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this



or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

35. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

35.1 The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

35.2 The cone of silence terminates at the time the School Board acts on a written recommendation from the purchasing department or planning and construction department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

35.3 Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

35.4 The purchasing department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Proposer, lobbyist, or consultant may communicate with District personnel.

35.5 Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

35.6 Violation of this policy by a particular Proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said Proposer, respondent, and/or representative's RFP, proposal, or offer and may render any contract award to said Proposer, or respondent voidable.

35.7 In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.

36. **TRADE SECRETS:** Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the School District's opinion a Trade Secret pursuant to Florida law, shall be void.

36.1 If a Proposer submits any documents or other information to the School District which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret (in bold 14 point font and capitalized letters) and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida law. The School District shall not be liable for the use or disclosure of trade secret data that Proposer has failed to mark as such.

36.2 The Proposer agrees and consents that the School District shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes

a Trade Secret. Pricing will not be considered a Trade Secret.

36.3 The School District's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by any person or entity as a result of the School District's treatment of records as public records or records exempt as Trade Secrets. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL, AND DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

36.4 The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

36.5 The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

37. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the District. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the District

38. **SUBCONTRACTING:** If an awarded Proposer intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Proposer's Proposal or prior to use for approval. No subcontracting shall take place prior to Proposal-awarded Proposer furnishing this information and receiving written approval from the District. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any



subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Request for Proposal.

Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The awarded Proposer (s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

39. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each district school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."



**SECTION IV
GENERAL CONDITIONS**

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "bid", and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.

1. **CONTRACT TERM:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.)
 - 1.1 **Contract Period:** This contract shall be firm for an initial term of three (3) years subsequent to approval by the proper District authorities. The contract may be renewed for two (2) additional (1) one-year periods provided both the successful proposers and the District agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the District and the successful proposer.
 - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years.
 - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the District only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.
 - 1.4 **Contract Extension:** The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Successful Proposer in writing of such extensions.
 - 1.5 **Contract Amendment:** MCSB may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
 - Change Order
 - Contract/Purchase Order
 - Addenda
 - RFP Forms, if applicable
 - Request for Proposals
 - General Conditions
 - Instructions to Proposers
3. **UNBALANCED PROPOSALS:** Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.
4. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this RFP is implied or given.
5. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".**

Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District
Attn: Accounts Payable Department
1939 SE Federal Highway
Stuart, FL., 34994
Email: invoices@martinschools.org

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.
6. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Project Manager and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Department shall not be honored.
7. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Proposers may be presented these



credit cards by authorized School District personnel for the above-mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials and supplies under \$1,000.

8. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the RFP award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.
9. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.
10. **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
 - 10.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
 - 10.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
 - 10.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
 - 10.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:
 - 10.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and
 - 10.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.
 - 10.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.
 - 10.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.
11. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
12. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
 - 12.1 The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 12.2 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 solicitation.
13. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.
14. **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.
 - 14.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the School District.
 - 14.2 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
 - 14.3 The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.
 - 14.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby



amended to include the foregoing indemnification and the "Specific Consideration" therefore.

15. **DEMONSTRATIONS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.
16. **COPYRIGHTS OR PATENT RIGHTS:** The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.
17. **PERFORMANCE:** Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the RFP and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Consultant's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.
18. **DEFAULT:** In case of default by the Proposer, the Board may procure the articles or services from other sources and hold the Proposer responsible for any excess costs incurred thereby.
19. **TERMINATION:**
- 19.1 **General** - The CONTRACT may be terminated as follows:
- By the DISTRICT, at its convenience pursuant to paragraph 18.2;
 - By the DISTRICT for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 18.3;
 - By the mutual Contract of the parties; or as may otherwise be provided below.
 - In the event of the termination of the CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
- 19.2 **Termination for DISTRICT's Convenience:** The DISTRICT, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such event, the DISTRICT shall pay the CONTRACTOR for the work actually performed. The DISTRICT shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- 19.3 **Termination for CONTRACTOR's Failure to Perform:** In addition to any other termination provisions that may be provided in the CONTRACT, the DISTRICT may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the DISTRICT to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.

- 19.4 **Payment upon Termination:** Upon termination of the CONTRACT, the DISTRICT shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the CONTRACT is terminated for cause by the DISTRICT, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the DISTRICT as a direct result of the termination.
- 19.5 **Delivery of Materials Upon Termination:** In the event of termination of the CONTRACT by the DISTRICT, prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR shall promptly furnish the DISTRICT, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any Specialty CONTRACTOR, in rendering the Services described herein, and not previously furnished to the DISTRICT by the CONTRACTOR pursuant to this CONTRACT. The Documents shall be the sole property of the DISTRICT, and the DISTRICT shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all such Specialty CONTRACTORS agree in writing to be bound by the provisions of this Section.
20. **EMPLOYEES:** Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Proposer shall supply competent and physically capable employees. The District may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Proposer shall be responsible to the District for the acts and omissions of all employees working under its directions.
21. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 21.1 During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers
- 21.2 The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 21.3 The awarded Proposer shall agree to post in conspicuous places, available to employees and applicants for employment,



- notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 21.4 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.
- 21.5 Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.
22. **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.
23. **INSURANCE REQUIREMENTS:** Proposer hereby agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Martin County School District, must be received by the contract administrator or their designee at least thirty (30) days prior to the start of any work. Notice of cancellation prior to the expiration date thereof, for any reason other than non-payment of premium or fraud, must be delivered to the contract administrator with at least thirty (30) days advance notice. If requested, a complete copy of the insurance policy must be provided to the contract administrator or their designee within seven (7) days from the date requested.
- 23.1 **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. The Martin County School District must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.
- 23.2 **Professional Liability:** Insurance coverage for errors and omissions resulting from the services provided under this agreement. Coverage must be for limits of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate with a deductible or self-insured retention not to exceed \$25,000. *Professional liability insurance is only required if your business provides certain professional services including but not limited to architectural, design, engineering, electrical, and construction, as well as professional services including but not limited to consulting, counseling, therapy or teaching.*
- 23.3 **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto school property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*
- 23.4 **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*
- 23.5 **Sexual Abuse and Molestation:** Insurance coverage required if contact with students on or off school property. Coverage must be on an occurrence form with limits of least \$100,000 each occurrence and \$300,000 general aggregate.
24. **RECORDS/AUDITS:** The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The awarded Proposer agrees to make available to the District's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
25. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of RFP Prices or Price Proposal Form, the unit prices shall prevail.
26. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately RFP any single order or to purchase any item on this RFP if it is in its best interest to do so.
27. **COOPERATIVE PURCHASING AGREEMENTS:** All Proposers submitting a response to this Request for Proposals agree that such response also constitutes a RFP to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, ***should the awarded Proposer(s) deem it in the best interest of their business to do so.*** This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to re propose (RFP) any or all items.
28. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where awarded Proposers are required to enter or go onto District property to deliver materials or perform work or services as a result of RFP award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awarded Proposer shall be liable for any damage or loss to the District incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFP; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the awarded Proposer recognizes that and covenants that it has received consideration for indemnification provided herein.
29. **RIGHTS TO PROPOSAL/RFP DOCUMENTS:** All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of the School



District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

- 30. **SEVERABILITY:** Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.
- 31. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.
- 32. **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 33. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.
 - a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
 - b. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary) ...

- 34. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.
- 35. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
- 36. **PERSONAL INJURY AND PROPERTY DAMAGE:** The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.
- 38. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Director of Purchasing.
- 39. **ADDITIONAL TERMS AND CONDITIONS**
No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the Contractor's authorized signature affixed to the submittal signature section attests to this.



**SECTION V
STATEMENT OF SERVICES**

5.1 OVERVIEW

It is the intent of MCSD to contract with a company to provide Fully Insured Group Medical and Pharmacy Insurance Benefits for a three (3) year initial contract period with two (2) one-year renewal periods. Services to be rendered shall include the following:

5.2 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the District to fully evaluate the firm’s qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

Notice is hereby given that the Martin County School District will be receiving sealed proposals at School Board of Martin County, Florida, Procurement Department for:

PROPOSAL DUE DATE: December 14, 2022 at 2:00 p.m.

COVERAGE EFFECTIVE DATE: July 1, 2023

The District is seeking experienced and qualified firms that demonstrate the highest level of ability to provide the following lines of coverages:

- Medical & Rx Insurance
 - Funding Arrangement: Fully Insured with a participating contract

Proposals should be submitted electronically to bids@martinschools.org or uploaded to DemandStar and titled as follows:

“Martin County School District
Request for Proposals for Fully Insured Group Medical and Pharmacy Insurance Benefits”

The District reserves the following rights: to waive informalities in any proposal; to reject any or all proposals or portions of proposals; to accept any proposal or portions of proposals deemed to be in the best interest of the District; and to negotiate or refuse to negotiate with any offer.

It is the District’s intention to deal directly with all insurance carriers via its appointed Agent of Record. Martin County School District’s appointed Agent of Record is the Gehring Group.



TABLE OF CONTENTS

Section 1..... General Information

- A. Purpose
- B. Calendar
- C. RFP Ranking
- D. Contact Person
- E. Additional Information/Amendment
- F. Schedule of Benefits
- G. Costs Incurred by Proposers
- H. Proposal Submission
- I. Interviews
- J. Proprietary/Confidential Information
- K. Negotiations
- L. Renewal

Section 2..... Vendor Requirements / Information

Section 3..... Background & Underwriting Information

- A. Background Summary
- B. Plan Characteristics
- C. Employer Contribution
- D. Rate History & Plan Changes
- E. Employee Waiting Period for Benefits
- F. Plans Requested

Section 4..... Response Forms

- EXHIBIT I: MEDICAL PLAN DESIGN RESPONSE FORM
- EXHIBIT II: FULLY INSURED/MIN PREMIUM/LEVEL FUNDED RATE RESPONSE FORM
- EXHIBIT III: QUESTIONNAIRE RESPONSE FORM

Section 5..... Attachments



**SECTION 1
GENERAL INFORMATION**

A. PURPOSE:

Intent of RFP – The Martin County School District (MCSD hereafter) is soliciting Medical & Prescription Drug coverage for District employees, officials, retirees, COBRA participants and their families.

B. CALENDAR:

The intended timeline is:

- Release of RFP November 14, 2022
- Deadline for receipt of questions November 28, 2022
- Deadline to receive proposals December 14, 2022
- Present initial findings to District..... January 23, 2023
- Deadline to receive Best and Final Offers from finalists January 30, 2023
- Present Best and Final Offers to District..... February 2, 2023
- School Board Meeting to Approve Carriers..... February 21, 2023
- Employee Open Enrollment Meetings..... April – May 2023
- All Data to Carrier(s) May 2023
- Plan Effective Date July 1, 2023

This timeline is subject to change at the discretion of MCSD.

C. RFP RANKING:

1. Several factors that will be used to compare proposals include but are not limited to the following:
 - Cost
 - Conformity to benefit design
 - Provider selection
 - Quality measures
 - Service ability and service history
 - Facilities for claims processing and claims investigation
 - Ability to provide multiple options
 - Data reporting capabilities
 - Quality of care provided by the network and network accessibility
 - Prompt payment of all legitimate claims
 - Appropriate investigation and monitoring of claims
 - Network discounting

These areas are considered important to the District, and all proposers should be sure to include detailed information regarding these areas.



D. CONTACT PERSON:

The contact for this RFP is Purchasing Department at bids@martinschools.org.

Explanation(s) desired by proposers regarding the meaning or interpretation of this RFP must be requested from above, in writing, as is described in Section 1 (E) below.

E. ADDITIONAL INFORMATION/AMENDMENT:

Request(s) for additional information or clarifications must be made in writing no later than the date specified in the RFP timeline (Section 1(B)) above. The request(s) must contain the proposer's name, address, phone and fax number. Emailed requests will be accepted at bids@martinschools.org.

Changes to this RFP, when deemed necessary by the District, will be completed by written amendment(s) issued prior to the proposal due date. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any amendment to this RFP. Where there appears to be a conflict between the RFP and any amendment issued, the last amendment issued will prevail.

It is the proposer's responsibility to assure receipt of all amendments. The proposer should verify with the designated contact person prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposal.

F. SCHEDULE OF BENEFITS:

The current schedule of benefits is included in Section 4 of this document. It is the District's desire that all proposers quote these benefits as outlined. Any change or alternative must be fully explained.

G. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposal to the District, or any work performed in connection therewith, shall be borne by the responding party.

H. PROPOSAL SUBMISSION:

All proposals must be submitted via DemandStar or bids@martinschools.org by December 14, 2022 no later than 2:00pm Eastern Standard.



Proposals should be titled:

**“Martin County School District
Request for Proposals for Fully Insured Group Medical and Pharmacy Insurance Benefits”**

All proposals must be received at the Martin County School District no later than 2:00 p.m. local time on December 14, 2022.

Proposers are responsible for confirming receipt of submitted proposals.

I. INTERVIEWS:

The District may require proposers to attend an interview in support of their proposal or to explain or demonstrate the information contained therein.

J. PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposers are hereby notified that all information submitted as part of, or in support of proposals, will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

K. NEGOTIATIONS:

The District may award a contract on the basis of initial offers received, without discussions. Therefore, each submitted proposal should contain the proposer’s best price and technical offer.

L. RENEWAL:

The awarded firm shall give a minimum of 180 days written notice prior to any renewal date to the District stating specifically what, if any, rate change is proposed.



SECTION 2

VENDOR REQUIREMENTS / INFORMATION

1. **Commissions:** All proposals submitted in response to this RFP should be net of commissions.
2. **Reference Requirement:** It is a requirement that all insurance carriers currently provide group insurance to at least three other school board entities within the State of Florida with at least 1,000 employees. Proposers not able to list two current school board references may list similar sized public sector entities in the state of Florida for a total of at least 3 entities.
3. **Inquiries:** All questions regarding the document shall be submitted in writing via email to bids@martinschools.org It is the proposer's responsibility to verify receipt of questions.
4. **Fully Insured Proposals:** Medical proposers are expected to provide proposals for a fully insured arrangement. Currently, the District has a participating contract, with a 100% ProShare agreement. Proposers are encouraged to provide fully insured proposals with a participating contract.
5. **Part-Time Medical Insurance Onsite Representative:** Medical proposers are expected to include a full-time medical insurance onsite representative in their medical proposal. This representative will be required to work onsite for 40 hours per week.
6. **Wellness Funds:** Medical proposers are expected to include wellness funds in their medical proposal. Proposers are encouraged to include \$150,000 a year.
7. **Additional Forms:** Carriers are asked to complete the response forms in Exhibit I, II, and III. Additionally, carriers are required to submit a network disruption analysis, a Rx tier formulary disruption analysis, and a medical claims repricing based on the documents submitted under the Attachment section.
 - Network Disruption: clearly identify if a provider is in or out of any network that is being proposed. Please submit this in Excel format.
 - Rx Tier Formulary: clearly identify the tier the prescription falls under the proposed formulary or if excluded all together. Please also include a summary on positive, negative, neutral, and excluded disruption.
 - Medical claims repricing: provide a claims repricing based on your contracted rates relative to the District's utilized facilities and providers. If you exclude a provider or facility from your analysis, please outline the details in your response.
8. **Technology Funds:** Medical proposers are encouraged to provide technology funds to help fund Open Enrollment communication and education technologies such Jelly Vision.
9. **Guarantees:** Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees, and network guarantees.



10. **Provider Network:** Proposer must be able to offer a high quality, accessible provider network(s) sufficient to meet the needs and geographic diversity of the population outlined in the census. Providers are required to submit a provider, hospital, and pharmacy disruption analysis for each network proposed.

11. **Plan Implementation:** It is a requirement that the proposer awarded this contract provides representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration.

12. **Interactive Website:** It is a requirement of MCSD to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.

13. **Open Enrollment & Ongoing Benefit Administration Technology:** BenTek, MCSD's contracted benefits technology, assists employees with enrolling all benefits. BenTek performs deduction management services and ongoing eligibility files from the District to the various vendors.

If the selected provider has an existing data exchange process with BenTek, that process will continue including file layouts, timing and method of transmitting data. For those providers that do not have an existing data exchange process with BenTek, BenTek will require utilization of the BenTek standard file layout and FTP site as the method of data transmission. Eligibility files, including employee terminations, are provided on a per payroll basis.



**SECTION 3
BACKGROUND & UNDERWRITING INFORMATION**

A. BACKGROUND SUMMARY

Currently, the District offers a fully insured with participating contract (100% ProShare) medical program through Florida Blue since July 1, 2012 that consists of an HMO plan (HMO 47), a PPO Plan (PPO 117), and a HDHP (5172/5173).

Plan Changes:

Effective 7/1/12, the District transitioned from Aetna to Florida Blue and added the HMO 47 plan and the HDHP in addition to another HMO (Plan 55) and the PPO (Plan 117).

Effective 7/1/14, the District’s Out of Pocket Accumulator was revised to include prescription drug copays for all plans.

Effective 7/1/16, the District discontinued their offering of the HMO plan 55, leaving them with HMO 47, PPO 117, and HDHP 5190/5191. Slight plan changes to the PPO and HDHP were made.

Effective 7/1/18, the District did not make any plan changes.

Effective 7/1/19, the District discontinued offering discounted rates for retirees on the PPO 117 medical plan. Retirees are now subject to the same rates as active employees. In addition, the District increased the deductible and out of pocket maximum amounts for all three plans and increased the emergency room copay on the HMO plan.

Effective 7/1/21, the District increased the deductibles and out of pocket maximums of the PPO Plan. They also added a Per Admission Deductible to the PPO Plan. For the HDHP Plan, the District increased the deductibles and changes the out of pocket maximums. They also lowered the member coinsurance percentages. The Rx copays were also increased for the preferred and non-preferred brands.

Effective 7/1/22, the District increased the deductibles, out of pocket maximums, primary care and specialist copays and the advanced imaging copay for the HMO plan. For the PPO plan, the District increased the deductibles, out of pocket maximums, and out of network member coinsurance percentage. They also increased the Per Admission Deductible on the PPO Plan and increased the Rx deductible to \$300. Additionally both the HMO and PPO plan Rx copays were increased on the preferred and non-preferred brand tiers. There were no changes made to the HDHP plan’s schedule of benefits, however, for the 2022-2023 plan year, District contributed \$1,000 to all Health Savings Accounts of employees enrolled in the HDHP plan. Please see SBCs in the attachments section for full details of the plan design.



B. PLAN CHARACTERISTICS

Please take all of the following into consideration in your proposal:

- Currently, the medical & prescription drug plan consists of a triple offer with one in-network only plan, a PPO plan, and a HDHP with H.S.A. plan. Currently, these plans are fully insured with a participating contract (100% ProShare).
- Currently, the District participates in the Retiree Drug Subsidy Program for Medicare eligible retirees.
- Currently, the District's medical deductible and out of pocket maximum accumulators run on a calendar year basis
- Currently, the District offers telemedicine through Florida Blue & Teledoc's partnership. The District is requesting a \$0 copay for a telemedicine visit on the HMO and PPO plans.
- Currently, Retirees aged under & over 65 are allowed to enroll in the medical plans.
- The current pooling point in the District's full insured medical plan is \$300,000.
- Retirees aged 65 and over may also opt to enroll in the group sponsored Medicare Advantage and/or Medicare Supplement (Plan F or G) programs.
- Cobra Administration is provided by an outsourced vendor and is not to be included in the premium rates proposed.
- Full-time and Part-time employees are eligible for benefits. Full time employees are defined as working at least 37.5 hours per week and part time employees are defined as working 30 – 37.49 hours per week.

C. EMPLOYER CONTRIBUTION

Medical –

Active Employees: The District contributes the following for their Active, Full-Time Employees



<u>Plan / Tier</u>	EE/Pay (24)	EE/Month	ER/Month	Total/Month
HMO 47	HMO			
Employee Only	\$45.98	\$91.95	\$583.83	\$675.78
Employee + Spouse	\$302.60	\$605.19	\$617.98	\$1,223.17
Employee + Child(ren)	\$261.42	\$522.83	\$612.50	\$1,135.33
Employee + Family(Prior to 07/01/20)*	\$430.48	\$860.96	\$821.76	\$1,682.72
2 MCSD EE Family(Prior to 07/01/20)*	\$101.10	\$202.20	\$1,480.52	\$1,682.72
Employee + Family(After 07/01/20)**	\$518.04	\$1,036.07	\$646.65	\$1,682.72
2 MCSD EE Family(After 07/01/20)**	\$247.20	\$494.40	\$1,188.32	\$1,682.72
HDHP 5172/5173	HDHP - \$1,000 in HSA Funding			
Employee Only	\$0.00	\$0.00	\$539.49	\$539.49
Employee + Spouse	\$217.41	\$434.81	\$541.67	\$976.48
Employee + Child(ren)	\$182.34	\$364.67	\$541.67	\$906.34
Employee + Family(Prior to 07/01/20)*	\$319.07	\$638.14	\$705.18	\$1,343.32
2 MCSD EE Family(Prior to 07/01/20)*	\$45.17	\$90.34	\$1,252.98	\$1,343.32
Employee + Family(After 07/01/20)**	\$400.83	\$801.65	\$541.67	\$1,343.32
2 MCSD EE Family(After 07/01/20)**	\$129.99	\$259.98	\$1,083.34	\$1,343.32
PPO 117	PPO			
Employee Only	\$110.49	\$220.98	\$592.41	\$813.39
Employee + Spouse	\$419.36	\$838.71	\$633.52	\$1,472.23
Employee + Child(ren)	\$369.80	\$739.59	\$626.92	\$1,366.51
Employee + Family(Prior to 07/01/20)*	\$568.50	\$1,137.00	\$888.33	\$2,025.33
2 MCSD EE Family(Prior to 07/01/20)*	\$256.44	\$512.88	\$1,512.45	\$2,025.33
Employee + Family(After 07/01/20)**	\$678.66	\$1,357.31	\$668.02	\$2,025.33
2 MCSD EE Family(After 07/01/20)**	\$407.82	\$815.64	\$1,209.69	\$2,025.33

Retirees: Under 65 may enroll in the HMO 47 plan, PPO 117 plan, or the HSA Plan and are eligible for the following MCSD contribution based on years of service. Please refer to the attachment section for Retiree costs.

Retirees over 65 are allowed to enroll in the HMO 47 plan, PPO 117 plan, Medicare Advantage Plan, and Medicare Supplement Plan. They are not allowed to enroll in the HSA Plan. Please refer to the attachment section for Retiree costs.



RATE HISTORY

Medical –

2022-2023		
HMO	PPO	HDHP
EE Only: \$675.78	\$813.39	\$539.49
EE + Spouse: \$1,223.17	\$1,472.23	\$976.48
EE + Child(ren): \$1,135.33	\$1,366.51	\$906.34
EE + Family: \$1,682.72	\$2,025.33	\$1,343.32

2021-2022		
HMO	PPO	HDHP
EE Only: \$633.62	\$762.65	\$539.49
EE + Spouse: \$1,146.86	\$1,380.38	\$976.48
EE + Child(ren): \$1,064.50	\$1,281.26	\$906.34
EE + Family: \$1,577.74	\$1,898.98	\$1,343.32

2020-2021		
HMO	PPO	HDHP
EE Only: \$571.86	\$699.47	\$536.67
EE + Spouse: \$1,035.07	\$1,266.02	\$971.37
EE + Child(ren): \$960.73	\$1,175.11	\$901.60
EE + Family: \$1,423.94	\$1,741.66	\$1,336.30

2019-2022		
HMO	PPO	HDHP
EE Only: \$627.97	\$768.08	\$589.32
EE + Spouse: N/A	N/A	N/A
EE + Child(ren): N/A	N/A	N/A
EE + Family: \$1,249.60	\$1,528.48	\$1,172.68

D. COVERAGE EFFECTIVE DATE: JULY 1ST, 2023

E. EMPLOYEE WAITING PERIOD FOR BENEFITS:



Coverage will be effective the first of the month following 30 days of employment.

SECTION 4: RESPONSE FORMS

Complete all response forms applicable to the coverage you are quoting.

EXHIBIT I: MEDICAL PLAN DESIGN RESPONSE FORM

EXHIBIT II: FULLY INSURED RATE RESPONSE FORM

EXHIBIT III: QUESTIONNAIRE RESPONSE FORM



**SECTION 4: EXHIBIT I
HDHP MEDICAL PLAN 05172/05173 BENEFITS RESPONSE FORM**

Schedule of Benefits	Current Plan Design HDHP		Proposed Plan Design HDHP	
	In Network	Non Network	In Network	Non Network
Network Utilized	BlueOptions			
Calendar Year Deductible (CYD)				
Individual	\$5,000	\$10,000		
Family	\$5,000/\$10,000	\$20,000		
Out-of-Pocket Maximum				
Individual	\$6,550	\$10,000		
Family	\$6,850/\$13,100	\$20,000		
Member Coinsurance	10%	20%		
Non-Hospital Services				
Physician Office Visit	CYD +10%	CYD + 20%		
Specialist Office Visit	CYD +10%	CYD + 20%		
Telehealth Services (PCP/Specialist)	CYD +10%	Not Covered		
Independent Clinical Lab	CYD	CYD + 20%		
Advanced Imaging	CYD +10%	CYD + 20%		
Urgent Care Visit	CYD +10%	CYD +10%		
Hospital Services				
Inpatient	CYD +10%	CYD + 20%		
Outpatient	CYD +10%	CYD + 20%		
Emergency Room Visit	CYD +10%	CYD + 10%		
Physician Services at Inpatient Hospital	CYD +10%	INN CYD+10%		
Mental Health & Substance Abuse				
Inpatient	CYD +10%	CYD + 20%		
Outpatient	CYD +10%	CYD + 20%		
Prescription Drugs				
Generic	CYD + \$10	INN CYD + 50%		
Preferred Brand Name	CYD + \$50			
Non-Preferred Brand Name	CYD + \$80			
Mail Order (90 Day Supply)	CYD + 2.5x Retail			



**SECTION 4: EXHIBIT I CONTINUED...
PPO 117 MEDICAL PLAN BENEFITS RESPONSE FORM**

Schedule of Benefits	Current Plan Design PPO		Proposed Plan Design PPO	
	In Network	Non Network	In Network	Non Network
Network Utilized	BlueChoice			
Calendar Year Deductible (CYD)				
Individual	\$3,500	\$7,000		
Family	\$10,500	\$21,000		
Out-of-Pocket Maximum				
Individual	\$6,500	\$13,000		
Family	\$13,000	\$26,000		
Member Coinsurance	20%	50%		
Non-Hospital Services				
Physician Office Visit	CYD + 20%	CYD + 50%		
Specialist Office Visit	CYD + 20%	CYD + 50%		
Telehealth Services (PCP/Specialist)	\$0 / CYD+20%	Not Covered		
Independent Clinical Lab	CYD + 20%	CYD + 50%		
Advanced Imaging	CYD + 20%	CYD + 50%		
Urgent Care Visit	CYD + 20%	CYD + 20%		
Hospital Services				
Inpatient	\$500+CYD+20%	CYD + 50%		
Outpatient	CYD + 20%	CYD + 50%		
Emergency Room Visit	CYD + 20%	INN CYD + 20%		
Physician Services at Inpatient Hospital	CYD + 20%	CYD + 20%		
Mental Health & Substance Abuse				
Inpatient	No Charge	50%		
Outpatient	No Charge	50%		
Prescription Drugs	Rx CYD: \$300			
Generic	\$10	50%		
Preferred Brand Name	RXD + \$50	RXD + 50%		
Non-Preferred Brand Name	RXD + \$80	RXD + 50%		
Mail Order (90 Day Supply)	\$25/RXD+\$125 /RXD+\$200	50%/ RXD+50% /RXD+50%		



**SECTION 4: EXHIBIT I CONTINUED...
HMO 47 MEDICAL PLAN BENEFITS RESPONSE FORM**

Schedule of Benefits	Current Plan Design HMO	Proposed Plan Design HMO
	In Network	In Network
Network Utilized	BlueCare	
Calendar Year Deductible (CYD)		
Individual	\$2,000	
Family	\$6,000	
Out-of-Pocket Maximum		
Individual	\$5,000	
Family	\$10,000	
Member Coinsurance	20%	
Non-Hospital Services		
Physician Office Visit	\$40	
Specialist Office Visit	\$65	
Telehealth Services (PCP/Specialist)	\$0 / \$65	
Independent Clinical Lab	No Charge	
Advanced Imaging	\$350	
Urgent Care Visit	\$60	
Hospital Services		
Inpatient	CYD + 20%	
Outpatient	CYD + 20%	
Emergency Room Visit	\$350	
Physician Services at Inpatient Hospital	CYD + 20%	
Mental Health & Substance Abuse		
Inpatient	No Charge	
Outpatient	No Charge	
Prescription Drugs	Rx CYD: \$100	
Generic	\$10	
Preferred Brand Name	RXD + \$50	
Non-Preferred Brand Name	RXD + \$80	
Mail Order (90 Day Supply)	\$25/ RXD+\$125/ RXD+\$200	



**SECTION 4: EXHIBIT II
FULLY INSURED MEDICAL RATE RESPONSE FORM**

FULLY INSURED: 4 Tier Rates

	HDHP	PPO 117	HMO 47
Employee			
Employee + Spouse			
Employee + Child(ren)			
Family			
HSA Admin Fee		N/A	N/A

A second year rate cap is recommended. Will you be including a second year rate cap? If so, please describe

What is you proposed second year rate cap?	
---	--



**SECTION 4: EXHIBIT III
QUESTIONNAIRE RESPONSE FORM**

Please respond with "N/A" if question does not apply to your response.

General Information:

1. Please complete and return the Medical Network Disruption file, Pharmacy Network Tier Disruption file, and Medical Claims Repricing file as part of your proposal. See 5 for applicable files.

2. Please include and submit SBCs for the plans you are proposing.

3. Include a MEDICAL Geographic access report that illustrates the number of:
Medical access:
 - a. 1 Hospitals within 10 miles
 - b. 2 PCP's & Pediatricians within 10 miles.
 - c. 2 OB/Gyn's, within 10 miles
 - d. 2 Specialists within 10 miles.
 - e. 2 Urgent Care Centers within 10 miles.

4. What are the Average discounts for the area the census covers broken down by:

Average Discount					
Charge Type	Martin County	St. Lucie County	Palm Beach County	Okeechobee County	Indian River County
In-Patient Hosp	%	%	%	%	%
Out-Patient Hosp	%	%	%	%	%
Doctors	%	%	%	%	%
Urgent Care Centers	%	%	%	%	%
All Others	%	%	%	%	%

5. Please identify which of your networks are included in your proposal.

6. Are rental (wrap) networks included in your discount analysis?

7. Are you willing to provide performance guarantees for implementation and servicing of your medical and/or dental products? If so, please describe the performance guarantee programs you are proposing. Please indicate the group name, address, contact person and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.



8. Are you willing to provide performance guarantees for your network discounting? If so, please describe what you are proposing.
9. Provide a medical network, prescription drug, prescription network disruption for the provider and Rx information found in the attachments.
10. Are rental (wrap) networks included in your disruption analysis?
11. Are the networks utilized in the discount analysis identical to those in the disruption analysis? If no, please provide details.
12. Do you retain a percentage of savings on rental (wrap) and/or out-of-network claims? If yes, what percentage?
13. Do you utilize capitated networks (e.g., behavioral health)? If yes, do the capitation fees flow through the claims billing?
14. What are your capitation fees PEPM?
15. Do you negotiate large balance bills on behalf of members? If yes, do you retain a percentage of the savings? If yes, what percentage?
16. Are you willing to provide a quote without a shared savings component?
17. Please describe your out-of-area coverage for retirees, dependent students or other dependents not residing with the employee (as a result of divorce or other reasons) but covered under their health plan.
18. Please confirm that you are matching the District's current accumulator and frequency time frames for Medical (Calendar Year)
19. Will you accept medical deductible and out of pocket maximum credits from 1/1/23 through 6/30/23 to remain on a calendar year accumulator?
20. Currently, Florida Blue provides MCSD with a full-time on-site service representative who is a Florida Blue's employee. Does your proposal include a full-time on-site service representative?
21. Will you provide COBRA Administration as a part of your proposed services? If so, are the fees for the COBRA Administration included in the costs associated with your proposed programs or are there separate, additional fees?



22. What is your account team service team’s average response time to client requests or questions?

23. Does your medical proposal include telemedicine?

If so, what is the copay per plan for a visit?

24. Does your company help facilitate annual open enrollments?

- a. Onsite meetings?
- b. Educational materials?
- c. Printed Materials at no cost?

25. Do you provide reporting and staff support to assist with Medicare Part D subsidy filings? Please Explain.

26. Can you administer an HSA?

Yes: _____ No: _____ Explain any Additional Cost \$ _____

Benefit Administrator:

MCS D automates the benefits enrollment process and ongoing administration for their group insurance plans through Bentek. MCS D provides for its employees, COBRA participants, and retirees the ability to enroll online for group insurance plans in following instances: new hire orientation, annual open enrollment, qualifying life event change.

Throughout the plan year, MCS D, maintains its group's eligibility and transmits electronic eligibility to all applicable carriers and/or third-party administrators on a scheduled basis.

The following questions pertain to the Respondent's capabilities regarding the administration of the MCS D insurance plan(s) in a paperless environment. You may supply supporting materials as required, but please provide your written answers to the questions below:

27. Proposers are encouraged to include technology funds to help fund Open Enrollment communication and education technologies such as Jelly Vision.

28. Can your company accept eligibility via file transmission?

29. Does your company outsource the processing of electronic eligibility to a third-party? If so, please provide company name.

30. Please specify if your company (or third-party) accepts the HIPAA 834 v.5010 file layout as well as all other file layouts accepted for automated enrollment. Please provide applicable coding supplements and other applicable file specification documents.



31. Does your company (or third-party) process electronic eligibility files via automation or are manual steps necessary. If manual steps are required to process files, please explain this process and impact on processing time.
32. What is your company's (or third-party's) standard processing time for electronic eligibility to be updated in all applicable internal systems (eligibility/claims/billing/etc.) If time varies, please specify for each system.
33. Will your company (or third-party) provide confirmation notification to the group when files are processed? Please provide details related to this notification process (email, requirement of group log into company website, etc)
34. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of an established group with your company.
35. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of a new group with your company.
36. Please provide set-up time needed for changes to file structure, plans, funding strategy, platform changes for an established group with your company. What alternative options does your company provide to receive enrollment should these changes cause delay in set-up of the EDI process.
37. Please provide file testing time frame (in days) for initial set-up and structure changes.
38. Please provide the standard time frame required to process files, generate, and mail member ID cards. What options does the group have if ID card delivery is delayed beyond the plan effective date?
39. Please provide requirements to establish a group as 'self-billed' including groups size, funding arrangements, etc.
40. What is your company's standard billing snap shot date and grace period for payment?

Data & Reports:

41. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?
42. Will your firm waive any file feed fees to setup an automatic, monthly file to a third party data analytics vendor?



If not, what is the fee associated with this?

- 43. Will there be online access for claim reports?
- 44. Does your proposal include funding for the District’s chosen software system to perform online enrollment and eligibility functions? _____

If yes, list how much is included in your proposal and explain details of your requirements and implementation procedures.

Wellness Services:

- 45. The District seeks proposals to include wellness dollars at and/or above the level currently being provided. Proposers are encouraged to provide \$150,000 in wellness funds on an annual basis. Please disclose the amount of wellness dollars provided in your proposal and any restrictions on use.
- 46. Did you include the criteria associated with how MCSD can use the wellness funds?
- 47. Please outline your proposed Wellness Platform that would be available to the District.
- 48. Are there any additional costs to the Client or employees for participation in your wellness programs or services?
- 49. Will the account team assigned include a designated wellness coordinator? If so, which wellness services will be included?

References/Other:

- 50. Please provide a listing of at least three (3) references with a minimum of 1000 employees for whom you provide insurance coverage for the program(s) you are proposing for SCHOOL DISTRICTS in the state of Florida. If you can’t list 3 school district references, please include like sized public sector client references in the state of Florida. Include the group name, contact name, title and phone number.

Benefits & Claims

- 51. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on all lines of insurances that you are proposing?



- 52. Will you cover the cost of transferring existing mail order prescription file feeds from the incumbent carrier?
- 53. Does your prescription drug proposal(s) include Step Therapy?
- 54. Please outline your Specialty Drug Process.

Renewal Planning & Additional Fees

- 55. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 120 days prior to the renewal date?
- 56. Are there any additional fees for reporting? Please provide all reporting options/packages and their associated costs.
- 57. Are any of the rates you proposed contingent on any additional information? If so, please disclose.
- 58. MCSD needs up to 60 days to pay an invoice. Please confirm you will allow this.
- 59. Will you recruit a specific medical, dental, or vision provider per MCSD's request?



SECTION 5

- ATTACHMENT 1.....RESPONSE FORMS (WORD FORMAT)
- ATTACHMENT 2..... EMPLOYEE, RETIREE, EMPLOYER COSTS
- ATTACHMENT 3..... MEDICAL PLAN SCHEDULE OF BENEFITS
- ATTACHMENT 4.....MEDICAL CLAIMS EXPERIENCE
- ATTACHMENT 5..... MEDICAL LARGE CLAIMS EXPERIENCE
- ATTACHMENT 6.....MEDICAL NETWORK DISRUPTION REPORT (EXCEL FORMAT)
- ATTACHMENT 7..... RX NETWORK TIER DISRUPTION REPORT (EXCEL FORMAT)
- ATTACHMENT 8.....MEDICAL CLAIMS REPRICING REPORT (EXCEL FORMAT)
- ATTACHMENT 9..... EMPLOYEE CENSUS (EXCEL FORMAT)

5.8 CONFIDENTIAL RECORDS

The Proposer acknowledges that certain information about the MCSB’s students is contained in records created, maintained or accessed by the Proposer and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related MCSB policies, as amended from time to time, currently available at <http://www.neola.com/martin-FL/>. The confidential information cannot be disclosed unless valid consent is obtained from the MCSB’s students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the MCSB’s policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

- A. Proposer agrees that it may create, receive from or on behalf of the MCSB, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Proposer represents, warrants, and agrees that it will:
 - 1. Hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as
 - a. permitted or required by this Agreement,
 - b. required by law, or
 - c. otherwise authorized by the MCSB in writing;
 - 2. Safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and
 - 3. Continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement.
- B. At the request of the MCSB, Proposer agrees to provide the MCSB with a written summary of the procedures Proposer uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the MCSB to terminate any Agreement with Proposer.



SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening,

Please tab all support documents or attachments according to the order established. The District reserves the right to deduct points or reject and not consider any proposal not organized and not containing all the information outlined.

6.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the format outlined. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the District has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specification and include all completed forms as listed above.

6.3 LETTER OF TRANSMITTAL

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFP identifying the Respondent's competitive strengths and interest in the overall project. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the District's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications:

Firm shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence. Firm must identify locations of all their offices, including the location of the main office that will be responsible for the actual services. If submitting a joint venture, list the address of both entities and the distance in hours/minutes from the sites. Provide a record in detail that demonstrates a record of company stability for the last five (5) years and provide information supporting that evidence of comparable experience.

Firm shall include current licenses and certifications acquired for the type of work to be performed in the State of Florida, including MBE/MWBE certified by the Office of Supplier Diversity, as defined by the Florida Small and Minority Business Assistance Act of 1985, if applicable.

Tab 2 ~ Experience/Skills of Key Representative(s) assigned to this project:

- Provide details of experience and qualification. Primary staff and backup personnel shall be identified by name and title. Managers and other staff assigned may only be changed with prior written permission of the Project Manager or designee.

**Tab 3 ~ Approach/Methodology:**

- Describe, in detail, the proposed plan for providing the scope of services and how services will be addressed based on firm's understanding of the District's needs and the manner in which the overall approach shall be demonstrated. Design your cost structure in line with your approach. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with District staff.

Tab 4 ~ Proposed Cost:

Proposer must provide costs:

Tab 5 ~ References:

Proposer must provide a minimum of five (5) references of similar accounts and size within the past eight (8) years; two (2) similar references must be from a Government entity or School district (public sector entity) within the state of Florida; and provide details of the following: scope of work, location, dates of service, names, addresses, email address, and phone numbers. A reference person must be someone who has direct knowledge of the proposer's work and performance. Identify any unique restraints or challenges associated with those projects and how they were addressed in order to deliver a successful engagement.

Tab 6 ~ Insurance:

Provide proof of ability to obtain insurance coverages as detailed in Section IV. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the District along with their qualification data. Include a properly completed Accord Form as proof. The awarded Contractor shall either cover any sub-contractor on its policy or require the sub-contractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement
- Attachment B, Non-Collusive Affidavit
- Attachment C, Conflict of Interest
- Attachment D, Drug Free Workplace Cert
- Attachment E, Public Entity Crimes
- Attachment F, Signature Page
- Sample Forms

Tab 8 ~ Optional Information: Provide any information pertinent information that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two (2) pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.



SECTION VII EVALUATION OF SUBMISSIONS

7.1 EVALUATION METHOD AND CRITERIA

- A. Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, knowledge, experience, and competence and capacity of the firms seeking to submit to this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation.
- B. General:** The selection committee will evaluate proposals and will select the proposer which meets the best interests of the District. The District shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The District's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	100 POSSIBLE POINTS
Qualifications of the firm	25
Experience of the Staff	20
Approach and Methodology	20
Cost Proposed	25
Location/Availability of Staff	5
References	5

7.2 SELECTION

Proposals will be evaluated using the above criteria. The District will assign this task to an odd number Selection Committee. The District reserves the right to select the most qualified firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Firms will be notified in writing if they are selected for an interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

7.3 PRESENTATIONS

The District may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the District's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the District. The District shall be the sole judge and final arbiter of its own best interests in this matter.

7.4 NEGOTIATIONS

After the Selection Committee evaluates and ranks the respondents, staff concludes negotiations with the respondent(s) selected will present the results of the negotiations to the Board for approval of award of a contract. If staff determines that it is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the District determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the staff be unable to negotiate a satisfactory contract with the selected respondent(s), staff may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, the District reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

7.5 BEST AND FINAL OFFER

Furthermore, the District also reserves the right to negotiate with one or all of the shortlisted Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted



throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The District at any time during these negotiations may request a “best and final offer” from the shortlisted responsive and responsible Proposers that submitted proposals.

7.6 CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the District, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the District.



SECTION VIII
ATTACHMENTS/SUBMITTAL FORMS

- A. PROPOSER'S PROFILE STATEMENT**
- B. NON-COLLUSIVE AFFIDAVIT**
- C. CONFLICT OF INTEREST**
- D. DRUG FREE WORKPLACE CERT**
- E. PUBLIC ENTITY CRIMES**
- F. SIGNATURE PAGE**



ATTACHMENT "A"
Return Completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other
(Please attach certificate)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the District and shall render the proposer RFQ submittals non-responsive.

At what address was that business located? _____

Have you ever failed to complete work awarded to you? If so, when, where and why?

Have you personally reviewed the proposed scope, and do you have a complete plan for its performance?



Will you subcontract any part of this scope? If so, give details including a list of each sub-contractor(s) (Use Attachment "B", Subcontractor List) that will perform work and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractors(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Signature



ATTACHMENT "B"
Return Completed with Proposal
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

DISTRICT OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

SEAL

Notary Public (Signature)

My Commission Expires: _____



ATTACHMENT "C"
Return Completed with Proposal

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Proposer's, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	MCSB Title or Position of Proposer's Employee	MCSB Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of MCSB, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



ATTACHMENT "D"
Return Completed with Proposal
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

(Print or Type Name)



ATTACHMENT "E"
Return Completed with Proposal
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any 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.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the 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.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any 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 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.
4. 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 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.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (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, nor 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.
 - 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of



Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



ATTACHMENT "F"
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects;
3. The Proposer has read and complies with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the District vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or DISTRICT, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the District, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by Martin District School District and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Martin District School District and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

By

(if a corporation, affix seal)

Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.