

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

****** RESPONSE FORM******

**TITLE: RFP FOR Group Term Life, Long Term Disability and Short Term Disability Insurance Coverage
#063-PSC-0409**

Anti-Collusion Statement/Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. ****An original manual signature is required.****

TABLE OF CONTENTS

	Number of pages
Request for Proposal Document	30
Attachment A - Proposal Worksheet	18
Attachment B – Census	
General Census	588
Closed Census	12
Attachment C – Group Claims Experience	22
Attachment D – Life & ADD Experience Report	1
Attachment E – LTD Experience Report	1
Attachment F – STD Experience Report	1
Attachment G – Life Policy, Amendments 1-6 and Certificate	
Policy	36
Amendment 1	1
Amendment 2	2
Amendment 3	3
Amendment 4	1
Amendment 5	1
Amendment 6	1
Certificate	32
Attachment H – LTD Policy, Amendments 1-5 and Certificate	
Policy	27
Amendment 1	1
Amendment 2	1
Amendment 3	1
Amendment 4	1
Amendment 5	1
Certificate	27
Attachment I – STD Policy, Amendments 1-4 and Certificate	
Policy	19
Amendment 1	1
Amendment 2	1
Amendment 3	1
Amendment 4	1
Certificate	19

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

**P.O. Box 391
Bartow, Florida 33831-0391**

**1915 S. Floral Avenue
Bartow, Florida 33830-7124**

PURCHASING DEPARTMENT

Request for Proposal (RFP)

Group Term Life, Long Term Disability and Short Term Disability Insurance Coverage

RFP NO: 063-PSC-0409

NOTICE TO INTERESTED PROPOSERS MAILED: March 27, 2009

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: 5:00 pm April 13, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: 3:30 P.M. April 23, 2009

SECTION I PROPOSAL FORMAT

1.1 Proposal Format

Proposers shall include one (1) original and seven (7) copies of the proposal. Included with the Original proposal will be two (2) CD-Rom, each containing Attachment A in the appropriate format as indicated below.

The proposal shall include the following information and consist of the following sections labeled as such:

1.2 Response Form and Letter of Transmittal

Please complete and submit the Response Form (Page 1 of the RFP).

Please provide a Letter of Transmittal that provides an executive summary of two (2) pages or less and gives a concise summation of the proposal.

1.3 Proposal Worksheet, Attachment A

All proposers must complete the Proposal Worksheet, Attachment A, in full. Include a printed copy under the specified Tab in your proposal and return the completed Attachment A in WORD format on CD.

SECTION II TIMELINE OF ACTIVITIES

The following anticipated timeline for completion of the RFP process and implementation has been established: (SOME DATES/TIMES MAY CHANGE AS CONDITIONS MAY DICTATE)

Action	Date & Time
Notice to Interested Proposers Mailed and On-Line Posting of RFP	March 27, 2009
Deadline for Questions From Bidders to Purchasing 5:00 pm	April 13, 2009 – 5:00 pm
Release of Official Response to Questions	April 15, 2009
Proposals Due 3:00 pm local time	April 23, 2009 – 3:30 pm
Proposal Analysis Prepared and Submitted to Proposers for Verification	April 30, 2009
Deadline for Proposers to Verify Spreadsheet Analysis Accuracy	May 4, 2009– 4:00 p.m.
Selection Committee Review of Analysis and Recommendations – Finance Conference Room 8:00 am – 5:00 pm	May 8, 2009 8:00 am – 5:00 pm
If necessary, finalist interviews – Finance Conference Room 8:00 am – 5:00 pm	May 11, 2009 8:00 am – 5:00 pm
Posting of Award Recommendation (on or about)	May 15, 2009
Board Action	June 9, 2009 Board Action
Contract Effective Date	October 1, 2009

SECTION III BACKGROUND INFORMATION

3.1 Purpose

The School Board of Polk County (hereinafter referred to as the “Board” or the “District”), located in Bartow, Florida, is seeking proposals from experienced and qualified providers for Group Term Life, Long Term Disability and Short Term Disability Insurance as specified herein.

3.2 Rating

Proposers must currently be rated A or better by the A.M. Best Company (A- or less is not considered A or better).

3.3 General Information About the District

There are over 100 K-12 schools located throughout the District and the current student population is approximately 93,000 students. The District currently operates 12 high schools, 3 middle-senior high schools, 18 middle schools, 69 elementary and K-8 schools and various alternative education sites.

I. Background Information

Group Term Life:

The School District provides Basic Group Term Life Insurance of \$20,000 and Accidental Death & Dismemberment (AD&D) of \$10,000 to all eligible Active Employees upon completion of the Eligibility Waiting Period. The Basic Life/ AD&D coverage is paid 100% by the School District. The School District is seeking proposals that provide the coverage levels currently in force.

Employees may purchase Additional Life/AD&D and Dependent (Spouse/child) Life through payroll deduction at the coverage levels and premium levels described below.

Note: Life and AD&D benefits are “tied” to each other, i.e., purchased in combination and cannot be purchased separately.

An alternative proposal for dependent coverage up to 50% of the Employees Additional Life/AD&D election is requested.

Retirees are given the option at the time of retirement to continue Group Term Life Insurance and AD&D coverage at the coverage levels and premium levels described below.

The School District has a closed class of employees who elected term life insurance through TransAmerica. Standard Insurance accepted the coverage for this closed class in 2006. All Proposers are required to provide coverage to this closed class. A census of the closed class and current face value of coverage is included with this RFP as a separate worksheet tab on the Census document. Employees are permitted to reduce this coverage at annual enrollment; but are not allowed to increase coverage. It is anticipated this class may be rolled under the group Additional Life/AD&D policy as a result of this RFP.

Voluntary Short Term Disability:

Short Term Disability is available on a voluntary (employee paid) basis. Employees may choose from three Benefit Waiting Periods and Maximum Benefit Period options as described below.

Voluntary Long Term Disability:

Long Term Disability is available on a voluntary (employee paid) basis. The monthly benefit of 60% becomes payable after 180 days of continuous disability. The School District is seeking proposals that provide the coverage levels in force.

In addition, an alternative proposal is requested that provides a “core LTD” plan to all Employees, paid by the School District, with the option to “buy-up” to a higher monthly benefit option. The overall impact to premium rates must be clearly outlined in your proposal on the Proposal Worksheet.

Current Plan Design

At minimum your proposal must match the benefits and coverage provisions currently in force and provided in the Life and Disability policies included with this RFP. A brief but not all inclusive outline is provided below:

Basic Life Insurance	
Schedule of Benefits	Class II - \$20,000 Eligible Active Employees Class I = 2 times initial earnings
Plan Maximum	\$400,000
Reductions	None
Accelerated Death Benefit	75%; Terminal illness where death is reasonably expected within 12 months
Waiver of Premium	Qualifying age 60; 180 Day Elimination Period; Terminates at age 65.
Conversion	Included
Portability	Included
Basic AD&D	
Schedule of Benefits	\$10,000
Additional Employee Life and AD&D	
Schedule	1, 2, 3, 4, or 5 times annual earnings
Plan Maximum	\$300,000
Guarantee Issue Amount	\$150,000
Reductions	Reduces to 65% at age 65; further reduces to 50% at age 70; and further reduces to 35% at age 75
Waiver of Premium	Qualifying age 60; 180 Day Elimination Period; Terminates at age 65; life only
Conversion	Included
Portability	Included
Dependent Life Insurance (no AD&D)	
\$10,000 Spouse \$5,000 Child(ren)	
Retiree Life Insurance (no AD&D)	
Schedule of Benefits	Retirees must elect continuation of \$20,000 basic life and then would be eligible to elect: Option 1: 50% of Additional Life amount on last full day of Active Work Option 2: 100% of Additional Life amount on last full day of Active Work.
Plan Maximum	\$300,000
Age Reduction	None
Closed Class Group	
See Group Policy Amendment No. 3 to the Group Life Insurance Policy and census included with this RFP.	

Voluntary Short Term Disability	
Benefit Amount	60%
Plan Maximum Weekly Benefit	\$1,750
Plan Minimum Weekly Benefit	\$15
Waiting Period and Maximum Benefit Periods (accident / illness)	Option A: 7 days up to 25 weeks Option B: 14 days up to 24 weeks Option C: 30 days up to 22 weeks
Voluntary Long Term Disability	
Benefit Amount	60%
Plan Maximum Monthly Benefit	\$7,500
Plan Minimum Monthly Benefit	\$100
Waiting Period	180 days of continuous disability

Current Participant Counts, Volume, and Premium Rates

The following provides a breakdown of the Participant Counts, Volume, and Premium Rates as of January 2009:

<u>BOARD PAID LIFE/AD&D</u>	<u>Count</u>	<u>Volume</u>	<u>Premium Rate</u>	<u>Total Premium</u>
Basic Life - \$20,000 Board	12,178	243,560,000	0.100	24,356.00
Basic A,D & D - \$10,000 Board	12,178	121,780,000	0.020	2,435.60
Class 1 Life & AD&D	1	360,000	0.135	48.60
Total Basic Life/AD&D	12,179	365,700,000		26,840.20

<u>OPTIONAL LIFE INSURANCE:</u>	<u>Count</u>	<u>Premium Rate</u>	<u>Total Premium</u>
Dependent Life - \$10,000 spouse /\$5,000 Child (Per Employee)	704	6.06	4,266.24
Total Dependent Life	704		4,266.24

<u>Voluntary Employee Life</u>				
	<u>Count</u>	<u>Volume</u>	<u>Premium Rate</u>	<u>Total Premium</u>
0-29	270	21,340,000	0.090	1,920.60
30-34	199	16,028,000	0.105	1,682.94
35-39	245	21,957,000	0.135	2,964.20
40-44	301	24,054,000	0.185	4,449.99
45-49	352	24,885,000	0.260	6,470.10
50-54	415	31,791,000	0.350	11,126.85
55-59	459	34,405,000	0.370	12,729.85
60-64	286	20,549,000	0.400	8,219.60
65 +	123	3,490,025	0.450	1,570.51
Total Voluntary Employee Life	2,650	198,499,025		51,134.64

<u>Voluntary Retiree Life</u>	<u>Count</u>	<u>Volume</u>	<u>Premium Rate</u>	<u>Total Premium</u>
<50	4	260,000	0.340	88.40
50-54	29	775,000	0.490	379.75
55-59	160	4,849,500	0.730	3,540.14

60-64	373	12,030,000	0.930	11,187.90
65-69	447	11,342,500	1.470	16,673.48
70-74	434	9,805,500	2.340	22,944.87
75-79	316	5,993,750	3.860	23,135.88
80-84	180	2,211,250	6.110	13,510.74
85-89	46	473,750	9.750	4,619.06
90 +	2	20,000	32.070	641.40
Total Retiree Life	1,991	47,761,250		96,721.62

The Closed Class group rates are provided below:

Closed Class Employee and Spouse Rates/\$1,000 (spouse up to 50%)	Employee Paid
Rate per 1,000 by Age Band	
<=29	.07
30-34	.09
35-39	.12
40-44	.18
45-49	.31
50-54	.50
55-59	.77
60-64	1.16
65-69	1.92
70-74	3.11
78+	6.91
Closed Class AD&D	Employee Paid
AD&D Insurance for Employee & Spouse	.03 monthly per \$1,000
Closed Class Child Life	Employee Paid
.25 monthly per \$1,000 regardless of the number of Dependents covered.	

The Disability Participation breakdown as of January 2009 is provided below:

STD 7					
Days	Age Bracket	Counts	Total Volume	Rates	Premium
	29 and under	64	2,385.60	1.380	3,292.13
	30 - 34	33	1,297.74	1.530	1,985.54
	35 - 39	34	1,191.18	0.991	1,180.46
	40 - 44	44	1,334.07	0.741	988.55
	45 - 49	61	1,629.67	0.800	1,303.74
	50 - 54	56	1,811.12	0.847	1,534.02
	55 - 59	46	1,708.73	1.085	1,853.97
	60 and over	25	673.59	1.375	926.19
	Total ST 7 Day	363	12031.7		13,064.60

STD 14					
Days	Age Bracket	Counts	Total Volume	Rates	Premium
	29 and under	92	3,616.07	1.021	3,692.01
	30 - 34	53	1,869.83	1.115	2,084.86
	35 - 39	62	2,616.12	0.692	1,810.36
	40 - 44	67	2,586.99	0.492	1,272.80
	45 - 49	87	3,113.99	0.524	1,631.73
	50 - 54	94	3,489.08	0.554	1,932.95
	55 - 59	93	3,406.21	0.708	2,411.60
	60 and over	50	1,669.16	0.899	1,500.57
	Total ST 14 Day	598	22367.45		16,336.88

STD 30					
Days	Age Bracket	Counts	Total Volume	Rates	Premium
	29 and under	80	3,114.83	0.756	2,354.81
	30 - 34	50	2,118.39	0.822	1,741.32
	35 - 39	60	2,506.99	0.500	1,253.50
	40 - 44	73	3,365.77	0.347	1,167.92
	45 - 49	105	4,495.31	0.365	1,640.79
	50 - 54	138	5,930.76	0.386	2,289.27
	55 - 59	138	6,234.84	0.493	3,073.78
	60 and over	106	4,669.50	0.626	2,923.11
	Total ST 30 Day	750	32436.39		16,444.50

<u>LTD</u>	<u>Age Bracket</u>	<u>Counts</u>	<u>Total Volume</u>	<u>Rates</u>	<u>Premium</u>
	29 and under	191	5,431.28	0.2232	1,212.26
	30 - 34	144	4,250.35	0.2646	1,124.64
	35 - 39	168	5,128.67	0.3321	1,703.23
	40 - 44	210	6,333.44	0.4752	3,009.65
	45 - 49	275	7,996.73	0.7092	5,671.28
	50 - 54	311	9,818.05	1.0620	10,426.77
	55 - 59	268	8,901.08	1.3383	11,912.32
	60 - 64	104	3,423.63	1.3734	4,702.01
	65 - 69	13	287.09	1.5318	439.76
	70 - 74	5	86.30	1.6443	141.90
	75 and over	0	0.00	2.5947	0.00
	Total Long Term	1689	51656.62		40,343.82
Supt. Disability	55 -59	1	125.00	1.487	185.88
Total Disability Coverage		3401	\$118,617.16		\$86,375.68

Plan Experience

Experience exhibits for the School District's current Life and Disability programs are included with this RFP (Attachments C, D, E & F).

SECTION IV. SCOPE OF SERVICES

The following Scope of Services provides additional information and outlines specific requirements that must be met as part of your proposal. Proposers must agree to comply with the Scope of Services herein as a condition of acceptance or list deviations in the RFP response.

1. General

The School District is seeking Proposals for Group Term Life & AD&D Insurance, Short-Term Disability and Long-term Disability Insurance from a single carrier. The current carrier for these lines of coverage is Standard Insurance Company. Current coverage, rates, and in-force policies are provided with this RFP. Experience reports are also included with the RFP.

All Proposers are expected to provide, at minimum, the coverage provisions currently in-force. Any enhancements should be outlined in the Proposal Worksheet.

The School District requests that the Proposer waive any minimum participation requirements for voluntary (employee paid) products and requires at minimum no more than a 15% participation rate. The initial enrollment period effective October 1, 2009 must provide open enrollment to allow employees to enroll in Additional Life, Dependent Life, Short Term Disability and Long Term Disability, up to the guaranteed limits, without Evidence of Insurability

The School District plan year has been October 1 through September 30 of each year. The School District is moving to a Calendar Year plan year beginning January 1, 2010. Proposers must quote the initial rates, which are to be guaranteed, for an initial 27 months (October 1, 2009 through December 31, 2011). Proposers may guarantee rates beyond December 31, 2011. Any such rate guarantees must be indicated in Section X. of the Proposal Worksheet.

2. Current Class, Eligibility and Waiting Period Definitions

The Class Definitions, Eligibility, and Waiting Period Definitions are included in the current in-force policies provided as part of this RFP. All Proposers must agree to administer policies in accordance with the current definitions.

All employees of the School District are on a 12 pay cycle for payroll.

3. Claims Processing and Benefit Payments

The claims filing procedure is to be satisfactory and acceptable to the School District, as evidenced by the responses in the Proposal Worksheet. The Proposer must establish guidelines and have a system to assure that claims are processed timely and accurately.

The Proposer must demonstrate the ability to deliver an integrated disability claim management program designed to return claimants to work. Also, the Proposer must have an automatic process to file integrated Life and LTD waiver of premium claims.

With regard to disability claims, the Proposer must match the employer's share of FICA taxes on payments made to disabled employees and prepare W-2 forms at year-end for benefits paid to each disabled employee.

Claim forms must be easily accessible to enrollees. Distribution of claim forms to enrollees may be through Polk Schools. The Proposer will also provide the School District with a sufficient stock quantity

The School Board of Polk County, Florida, Group Term Life, Long Term Disability and Short Term Disability Insurance

of forms for individual requests or, if requested, provide the School District with claim forms in PDF format. The Proposer must be willing to implement a process for assuring timely and easy access to claim forms. The School District desires other claims intake capability, i.e. telephonic and web-based.

4. Customer Service and Staffing

The Proposer must assure that all customer service and claims staff is appropriately trained in the specific technical issues of the School District account. All staff assigned to the School District account must be trained in customer service skills and practices.

The Proposer must provide an ongoing customer service function throughout the year through which covered persons and claimants can access trained staff toll-free to have questions answered. **This customer service function must be available, at the Proposer's expense, during the Open Enrollment period preceding the effective date of the Contract.**

The Proposer must be capable of recording and maintaining information regarding service-related or other complaints reported by covered employees and/or employee representatives.

The telephonic customer service function is to be available (at a minimum) from 7:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday. The Proposer is encouraged to use advanced technology to ensure that participant questions can be answered at times convenient for the participant. The Proposer must have a telephone system and staff capacity adequate to respond to covered persons in a timely manner.

The Proposer must operate an appropriate training and quality assurance program for all staff that will directly interact with Group Plan enrollees.

5. Account Management

The Company is expected to designate an account manager who has the authority to respond to School District's needs in a timely manner. The account manager must be able to make decisions or report to a person who can make decisions concerning process changes as required in servicing this account. The account manager is expected to maintain an up-to-date understanding and knowledge of the School District account and the Company's account management. It is required that the Company be available to meet at least quarterly with the School District or more frequently as deemed necessary by the School District. Any change in the assigned account manager must be approved by the School District.

6. Communication and Marketing

The School District will coordinate all employee and employer communication and marketing activities related to the Group Plans.

The Company is responsible for all costs of producing, printing, and mailing/distributing adequate quantities of marketing and administrative supplies (e.g., claim forms, summary plan booklets, informational brochures) as designated by the School District. The format and content of all materials used for the School District account must be satisfactory to the School District.

Prior to and during Annual Enrollment, general marketing and information materials will be developed by the School District.

During the Annual Enrollment period each fall, the Company (at its own expense) will provide trained customer service representatives to attend the benefit fair and/or enrollment meetings at the School District. Staff in attendance is to be technically trained and knowledgeable of the Group Plans. The Company may use company-specific informational materials, if deemed appropriate by the School District.

SPDs: The Proposer must develop, design, print and distribute summary plan booklets (SPD) in a design and format acceptable to the School District while meeting all filing requirements. The Proposer must provide the School District with the SPD in an appropriate word processing format (e.g., Microsoft Word) for placement on the School District's Internet web site. Proposer must provide Certificates of Coverage to mail to each participant's home.

7. Annual Enrollment and Medical Underwriting

Currently employees elect coverage options through completion of a Benefits Enrollment Form. The Enrollment form is designed, printed, and generated by the School District. The School District desires Proposers provide a web-based enrollment tool that will allow employees to enroll in life and disability products in a paperless manner. If a web-based based enrollment tool is not available, Proposer must accept the use of the School District's Enrollment Form as the enrollment form. The Proposer may have the right to approve and add any specific legal information necessary prior to printing of the enrollment form.

Newly eligible employees will be automatically enrolled in Basic Life/AD&D upon completion of the Eligibility Waiting Period without medical underwriting. Newly eligible employees will have the option to enroll in the Additional Employee Life/AD&D, Dependent Life, Voluntary Long Term Disability, and Voluntary Short-Term program without evidence of insurability. This is subject to the maximum available amounts under the plan. If a newly eligible employee chooses not to enroll in an option when newly eligible, the employee may elect to enroll during a subsequent annual Open Enrollment Period, subject to medical underwriting for the option(s) not initially selected.

The Proposer is responsible for all phases of the medical underwriting process. The Proposer must agree to administer the medical underwriting process as described in this RFP. Alternative approaches or modifications may be considered; however, at a minimum, the Proposer must accept the process as outlined herein. The Proposer is responsible for all costs associated with administering the medical underwriting process. It is the desire of the School District to partner with a Company that has an automated solution to the medical underwriting process.

8. Proposed Plan Designs

The School District is requesting proposals for group term life, STD, and LTD based on the current coverage limits and policy provisions as specified. Any deviations from the current coverage provisions must be clearly disclosed on the Proposal Worksheet.

In addition, the School District will consider alternative proposals for the following options:

- Dependent Life up to 50% of Employee Additional Life amount.
- District paid "core" LTD benefit of 40% for a maximum two (2) year duration with the employee option to "buy up" to a higher benefit level to 60% to age 65.

9. Reports

The Proposer must provide quarterly reports and present annual reports with observations on the performance of the program. The School District will expect to receive quarterly reports.

The School District's consultant will work with the selected Proposer to finalize the specific data and reporting format. For RFP purposes, the standard reporting package should include, but is not limited to, the following reports:

Life / AD&D

1. Paid Premium, Incurred Claims, Incurred Loss Ratio & Life Years by Policy Year combined all coverage's and by line of coverage (Basic Life, Basic AD&D, Additional Employee Life, etc)
2. Life Waiver of Premium Report
3. Conversion Report

Long Term Disability

1. Paid Premium, Incurred Claims, Incurred Loss Ratio, Life Years, Number of Open Claims and Total Claims by Policy Year
2. Open Claim List

Short Term Disability

1. Paid Premium, Incurred Claims, Incurred Loss Ratio, Life Years, Number of Open Claims and Total Claims by Policy Year

Performance Reports

1. Customer Service
2. Claim Administration

A sample report package must be included with your RFP response.

10. Performance Guarantees

The School District will give preference to the Proposer's willing to provide performance standards and guarantees.

11. Implementation

The Proposer must designate an implementation team of the Proposer's experienced staff to work with the School District to effectively implement the program on schedule.

12. Premium Rates and Administrative Fees

All group insurance products are provided on a net of agent commissions basis. It is desired that all Proposers quote premium rates on a net of commissions basis.

All Proposers are required to include an enrollment fee to cover the cost of enrollment systems, printed materials, data interfaces, and ongoing administrative services related to the life and disability coverage. The enrollment fee is \$12 per Active Employee Participant Per Year for Basic Life, Additional Life, Short Term Disability and Long Term Disability. The administrative fee is to be prorated for the period from October 1, 2009 through December 31, 2009.

SECTION V PROPOSAL SUBMITTALS

All submitted proposals must include a fully completed Proposal Worksheet in the format provided.

SECTION VI SELECTION PROCESS AND CRITERIA

Proposals will be evaluated by a Selection Committee comprised of representatives from the School District. The Selection Committee will review the proposals for conformance to requirements of this RFP and adherence to the Scope of Services as outlined herein.

All respondents should be prepared to participate in finalist interviews on **May 11, 2009**. Decisions on finalists and specific interview times will be released on **May 8, 2009** following a meeting of the Selection Committee.

It is anticipated the evaluations will be completed in a two step process. The Selection Committee will score and rank all responsive proposals based on the evaluation criteria below, and determine a short list to be finalists for further consideration. Following this step, the Selection Committee may conduct finalist presentations and then re-score and re-rank the finalists proposals. The best-ranked proposer, at the completion of this process, will be recommended to the Superintendent of Schools, who in turn will present a recommendation to the Polk County School Board for award.

Evaluation Criteria

<u>CRITERIA</u>	<u>POINTS</u>
Scope of Services, Administration, & References	15
Group Term Life/AD&D Questions & Benefits	20
Long Term Disability Questions & Benefits	20
Short Term Disability Questions & Benefits	20
Premium	25
TOTAL	100

SECTION VII TERMS AND CONDITIONS

7.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the providers. The District reserves the right to reject any or all submitted proposals.

7.2 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled "Exceptions to RFP" any deviations or variations from the services requested in the RFP. If no such page is included in the proposal, the District will expect the vendor to provide the services requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Costs of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the vendor submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

7.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

7.4 Board Contact/Inquiries

This RFP is issued by the Board. The Board is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Scott Clanton, Director of Purchasing & Warehousing
The School Board of Polk County
Post Office Box 391
Bartow, FL 33831-0391
email address: scott.clanton@polk-fl.net
FAX: 863-534-0802
PHONE: 863-534-0572

The physical address for overnight and hand delivery only:
The School Board of Polk County
Attn: Scott Clanton, Director of Purchasing & Warehousing
1915 South Floral Avenue
Bartow, Florida 33830-7124

7.5 Open Records

All responses to the RFP are subject to release as public records. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the Proposers believe should not be public record. The Board assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

7.6 Addendum

Any changes to this bid shall be in the form of a written addendum issued by the Purchasing Director and will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda.

7.7 Written Questions And Official Responses:

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Scott Clanton, via the contact information in Section 7.4 of this RFP. All written questions must be received by the District no later than 5:00 pm April 13, 2009. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. On or about April 15, 2009 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

7.8 Receipt Of Proposals

Proposals must be submitted in a sealed container, clearly identified as a "Response for Group Term Life, Long Term Disability and Short Term Disability Insurance, RFP #063-PSC-0409. Sealed proposals will be received until 3:30 p.m. local time on April 23, 2009 in the School Board Purchasing Office at the physical address shown in Section 7.4. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline.

RFPs will be received and publicly opened. Only names of respondents will be read at this time.

7.9 Time

All times stated in this document refer to Board local time. The normal office hours for the Board are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

7.10 Proposal Submittals

The proposer must submit a total of eight (8) copies of their proposal; an original and seven (7) copies. Please refer to Section I and the Submittals Checklist on page 26. The original proposal must be signed in ink in the space provided on the RESPONSE FORM by an officer or agent of the proposing agency who is empowered to contractually bind the agency.

7.11 Contract Elements

The requirements appearing in this RFP will become part of the contract(s) with the selected vendor(s). The contract between the parties will consist of a written Agreement (if required by the District), the RFP (including addenda), and the successful proposal, together with any modifications that are agreed to by the District and the vendor(s). This will constitute the complete agreement between the proposer and The School Board of Polk County.

7.12 Public Entity Crimes Statement And Convicted Vendor List

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

7.13 Discriminatory Vendor List

Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

7.14 Preference For Drug-Free Workplace

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal (see page 22 for Drug Free Workplace Certification form).

7.15 Conflict Of Interest

The vendor must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2004, through the present, between the vendor, or a predecessor organization of the vendor, or a subcontractor included in the vendor's response to this RFP, and the

Polk County School Board. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Vendors also must disclose any existing business or personal relationship between the vendor, its principals, or any affiliate or subcontractor, and the Board, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The Board will make the final determination regarding the existence of a conflict of interest. The information requested in this section must be contained in vendor's proposal as a required Submittal. Please refer to SUBMITTALS CHECKLIST on page 22.

7.16 Selection Process and Oral Presentations (optional) and Other General Information

It is the intention of the Board to select the firm(s) as outlined in Section VI of this RFP. All proposals will be evaluated using a point system applied to the evaluation criteria listed on page 14. The evaluation committee may elect to hear oral presentations from the top ranked respondents as outlined in Section VI of this RFP. Typically, the top ranked candidates are selected for oral presentations and are then notified when and where to appear. Respondents must have qualified personnel available for oral presentations upon short notice.

Any response may be withdrawn until the date and time set for the opening of the RFP. Any response not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, or until one of the proposals has been selected by the School Board.

All proposals, whether accepted or rejected, shall become the property of the Board.

The Board reserves the right to reject any and all proposals and to request additional proposals if deemed necessary and in the best interest of the Board to do so. The Board reserves the right to waive irregularities in the proposals. The Board reserves the right to select the proposal(s) which, in its judgment, best serves the interest of the Board.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director or designee may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Board reserves the right to alter, amend, or modify any provisions of the RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the Board to do so. The decision of the Board will be final in this regard.

7.17 Posting of RFP Recommendation of Award

The recommendation for award of this RFP will be posted for review by interested parties, at The School Board of Polk County Administrative Offices, 1915 S. Floral Ave., Bartow, FL on or about May 15, 2009, and will remain posted for a period of at least 72 hours.

7.18 Protest Procedures

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the

Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. 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.

7.19 Compliance With The Jessica Lunsford Act.

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act .

7.20 Non-Warranty Of Specifications:

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk, and verification of all information herein, shall rest solely with the proposer. Neither the District nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures.

SECTION VIII INSURANCE REQUIREMENTS

The awarded proposer(s) shall procure and maintain at their sole expense insurance of the types and in minimum amounts stated below:

INSURANCE	LIMITS
<u>Worker’s Compensation</u> Florida Statutory Coverage/ Employers’ Liability	Statutory Limits/ \$500,000 each accident
<u>Commercial General Liability</u> Premises-Operations: Contractual Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate combined single limit, for bodily injury & property damage
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

The Board shall be named as an additional insured under all of the above Commercial General Liability coverage. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board. All insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board.

SECTION IX: CONTRACT INFORMATION

9.1 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

9.2 Agreement for Services

The District may require a contract which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

The requirements appearing in this RFP will become part of the contract(s) with the selected vendor(s). The contract between the parties will consist of a written Agreement (if required by the District), the RFP (including addenda), and the successful proposal, together with any modifications that are agreed to by the District and the vendor(s).

The District will consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

9.3 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Awarded Firm of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the District.

9.4 Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and The School Board of Polk County

The proposer(s) will be fully responsible to The School Board of Polk County for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

Assignment of Contract and/or Payment:

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School Board of Polk County.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School Board of Polk County.

9.5 Joint Proposal

In the event multiple proposers submit a joint proposal in response to the RFP, 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, 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. 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. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

9.6 Funding Out/Termination

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board of Polk County may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the District's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

9.7 Work Papers:

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

9.8 Dispute Resolution

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

9.9 Other Contracts

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor.

9.10 Use of Other Contracts

The Board reserves the right to utilize any other School District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, or to contract with

others to perform work and services described in this RFP, in lieu of any offer received or award made as a result of this RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

9.11 Default

In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

9.12 Legal Requirements

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

9.13 Permits And Licenses

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

9.14 Contract Period

The contract effective date will be October 1, 2009. It is anticipated that the contract term will run through December 31, 2014. The Board reserves the option to extend the contract period provided the vendor is in agreement. The term of any contract shall be subject to the cancellation/termination provisions of Section 9.16 and 9.17 of this RFP.

9.15 Option To Extend Term Of Contract

All covenants and provisions of the Contract(s) shall be and remain in full force and effect during any extension period of the Contract(s). District extension of the contract will in part be dependent upon acceptability of cost, service, contractor stability and market conditions. Contract extension rates shall be provided to the Board at least 120 days prior to the date in which the contract renewal option will take effect.

9.16 Termination Of Contract For Cause

The District shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the awarded vendor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded vendor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Polk County for immediate cancellation. Upon cancellation the awarded vendor agrees to return all Board property as defined in Section 9.7, Work Papers.

Payment, if applicable, will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

9.17 Cancellation/Termination Of Contract :

Any contract resulting from this RFP may be terminated by the Board or the Contractor by either party submitting written notice of intent to cancel as follows: (a) Thirty (30) days written notice must be given by the Board to the Contractor; (b) Ninety (90) days written notice must be given by the Contractor to the Board. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

9.18 Force Majure:

Performance of obligations under this RFP and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. Include this completed checklist along with your bid proposal. Items checked **Required** must be submitted at the time you submit your bid proposal or your proposal may be declared non-responsive or points could be subtracted from your evaluation score. Items checked **Requested** should be submitted at the time you submit your bid proposal to facilitate the bid evaluation process, but will not be cause for declaring your proposal non-responsive

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Transmittal	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submittal 1: Proposal Worksheet (Printed and in Word on CD)	Attachment A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest (See Section VII; 7.15)	17
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional)	27
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	28

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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, any 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(vendor's signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant 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 any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe governmentwide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.