

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
**** REQUIRED RESPONSE FORM****

TITLE: RFP FOR Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) Services #054-PSC-0410

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 REQUIRED 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: _____

E-MAIL ADDRESS: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. ****AN ORIGINAL MANUAL SIGNATURE IS REQUIRED.****

The School Board of Polk County, Florida – Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) Services

RFP #054-PSC-0410

**MEDICAL PLAN ADMINISTRATIVE SERVICES ONLY AND EMPLOYEE ASSISTANCE
PROGRAM SERVICES**

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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)

**Medical Plan Administrative Services Only (ASO) and Employee Assistance
Program (EAP) Services**

RFP NO: 054-PSC-0410

NOTICE TO INTERESTED PROPOSERS MAILED: February 26, 2010

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: March 11, 2010, 5:00 pm ET

DEADLINE FOR RECEIPT OF PROPOSALS: April 6, 2010, 3:00 pm ET

**Medical Plan Administrative Services Only (ASO) and Employee Assistance
Program (EAP) Services**

SECTION 1: PURPOSE AND OVERVIEW

1.1 Purpose

The School Board of Polk County, Florida (the “District” or the “Board”) is seeking proposals from experienced and qualified firms (“proposers” or “respondents”) to provide Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) services for the School Board of Polk County’s active employees, retirees covered under the District’s current health plan, dependents and/or COBRA participants. It is not required that respondents propose on both portions of the requested services. A medical plan ASO provider is not required to propose EAP services and an EAP provider is not required to propose ASO services.

The purpose of this RFP is to offer qualified firms an opportunity to submit written proposals for the District’s consideration. The scope of required services and responsibilities are more fully described in Section 2 of this RFP.

1.2 About the District

- a. The Polk County Schools district office is located in Bartow, Florida.
- b. There are over 115 K-12 schools located throughout the district. The District currently operates 17 high schools, 4 middle-senior high schools, 19 middle schools, 76 elementary and K-8 schools and various alternative education sites.
- c. The current K-12 student population is approximately 92,000 making the Polk district the eighth largest district in the State of Florida, in terms of student population. There are 67 school districts within the state. There are approximately 12,000 employees currently employed by the school district.

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- d. The County measures 1,823 square miles, making it one of the larger counties in the state.
- e. Additional District information is available at www.polk-fl.net
- f. School FTE, school population, etc. is available at <http://www.polk-fl.net/schools/default.asp>

1.3 Current Healthcare Programs

The School Board of Polk County has provided self-funded health plan coverage (ASO services) through Blue Cross Blue Shield of Florida since October 1, 2003. The current ASO fee on a Per Subscriber Per Month (PSPM) basis is \$37.65 (includes employee and retiree) and the following services are included in the contract:

- Full-time onsite customer service representative
- Dedicated account management team
- Claims and eligibility management
- Network services
- Utilization Management
- Disease Management
- HRA and biometric screening services onsite throughout District
- Reporting and data interfaces
- Incentive management
- \$300,000 annual administrative fee paid to District

Employees and retirees have the choice of three self-funded health plan options, all open access PPO. The 3160/3161 plan option has the highest enrollment and includes a Health Reimbursement Arrangement (HRA). The HRA is currently administered by TASC, a third party administrator that also administers the Flexible Spending Accounts for the District. Additional plan specifics can be found at <http://www.polk-fl.net/staff/employeeinfo/riskmanagement/default.htm>

Retirees eligible for Medicare also have the option to choose a Medicare Advantage plan offered through Blue Cross Blue Shield of Florida.

The current employee contribution structure is outlined below:

Monthly Premium Deductions - Active			
TIER	3160/3161 (HRA) Plan	3566 (Copay) Plan	704 (Current) Plan
Employee	\$0	\$40	\$101
Spouse	\$368	\$408	\$464
1 Child	\$92	\$102	\$113
2+ Children	\$184	\$204	\$226

Monthly Premium - Retirees			
TIER	3160/3161 Plan	3566 Plan	704 Plan
Retiree	\$440	\$480	\$541
Spouse Not Eligible for Medicare	\$368	\$408	\$464
1 Child	\$92	\$102	\$113
2+ Children	\$184	\$204	\$226
Retiree or Spouse Eligible for Medicare	\$340	\$380	\$441

Enrollment percentage in the health plans as of February 2010 is provided below. See Attachment E - Employee Census - for additional enrollment information.

3160/3161 (HRA)	3566	704	Blue Medicare	Total
68%	8%	20%	4%	100%

Pharmacy Benefit Manager (PBM) services are administered by Medco. PBM services are not requested as a part of this solicitation.

Mental Health and Substance Abuse services are included within the Blue Cross Blue Shield network and include utilization monitoring.

1.4 **Current Employee Assistance Program**

The District currently contracts with Horizon Health to provide the Employee Assistance Program to approximately 12,000 active employees and their family members at the rate of \$0.96 Per Employee Per Month.

EAP services are outlined in Attachment F to this RFP. Additional information pertaining to the EAP program can be located at:

<http://www.polk-fl.net/staff/employeeinfo/riskmanagement/default.htm>

1.5 **Wellness Program**

The School Board of Polk County offers a wellness program designed to promote healthy lifestyles through educational programs that identify health risks and encourage lifelong wellness of mind and body. The program seeks to improve employee health and well being while reducing risk factors associated with the leading causes of death and disability. Proposers must demonstrate a willingness to work with the District and its health care vendors to optimize its wellness efforts.

More information can be found at:

<http://www.polk-fl.net/districtinfo/departments/learning/wellness.htm>

1.6 Onsite Clinic(s)

The School Board of Polk County is currently negotiating with an onsite clinic vendor to open two health care clinics for the exclusive use of District health plan members. Clinic locations have not been determined. Based on the success of the onsite clinic program additional sites may be developed in the future to meet the needs of the District. Proposers must demonstrate a willingness to work with the District and its health care vendors to optimize utilization and cost containment efforts.

1.7 General Terms and Information

1. The Agreement with the successful proposer will begin upon approval by the Board (on or about June 8, 2010). It is envisioned that the initial contract period will be for five (5) plan years, beginning January 1, 2011 with the option for additional renewal periods subject to mutual agreement by both parties.
2. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule or regulation.
3. This Agreement may be terminated by mutual agreement of both parties or under other termination language included in this RFP.
4. All notices required to be given to the School Board of Polk County by law or this Agreement shall be given to the following:

The School Board of Polk County
c/o The Superintendent –Gail F. McKinzie, Ph.D.
1915 S. Floral Ave.
Bartow, FL 33830

And

Joy Myers, Senior Manager Employee Benefits
The School Board of Polk County
1915 S. Floral Ave.
Bartow, FL 33830

6. The proposer shall at all times comply with applicable local, state or federal law, rules and regulations. Should any such law or regulation require a change in scope of the services provided, the parties shall negotiate a mutually agreeable amendment to this Agreement.

END OF SECTION 1

SECTION 2: SCOPE OF SERVICES

The following Scope of Services outlines the minimum performance requirements for this Request for Proposal.

GENERAL INFORMATION

- A. Proposals are being sought for self funded Medical Plan ASO and Employee Assistance Program EAP services. Alternative proposals for a fully insured plan will also be considered if multiple year rate guarantees are proposed.
- B. The proposals are being requested in the following components:
 - Medical Plan Administrative Services Only (ASO)
 - Employee Assistance Program
 - Medical ASO and EAP services combined with a single vendor
- C. Stop loss insurance is not being solicited at this time. It is anticipated that stop loss insurance for 2011 will be sought later in 2010.
- D. Proposals are to be submitted net of any agent or broker commissions.

Medical Plan Administrative Services

- A. One experienced on-site client service representative (housed at the District administrative offices in Bartow), must be included in your proposal to provide health plan assistance to employees. The District will provide office space, telephone line and internet access for the representative. In addition a client manager with extensive experience with large client account management, who is highly accessible to the District, is required. These dedicated resources are to be supported by a comprehensive customer service component that is accessible, effective and efficient.
- B. Claims administration and eligibility information must be timely and accurate. Weekly eligibility discrepancy reports are to be provided to the District.
- C. Benefit plans should closely match the current coverage provisions as outlined in the SPD/Schedule of Benefits provided as Attachment D. This is also available at: <http://www.polk-fl.net/staff/employeeinfo/riskmanagement/documents/AttachmentDSPD-ScheduleofBenefits022510.pdf>. Any deviations must be noted in Attachment A, Section B, number 16. Alternatives may be negotiated with the successful proposer once a contract is awarded and 2011 funding and plan design options are finalized.
- D. On line web based administrative services for eligibility is to be included.

- E. On line web based customer service tools are to be made available to plan members.
- F. On line web based consumer education tools are to be made available to plan members.
- G. Companies must agree to provide a Type II Statement on Auditing Standards (SAS) No. 70, Service Organizations report at least annually.
- H. The finance and banking arrangements must include appropriate documentation for claims reimbursement prior to payment and must be flexible to meet the needs of the District at its sole discretion.
- I. Annual claims audits are to be conducted by the District or by a firm selected by the District.
- J. Retired employees and their dependents, and employees with dependents living outside the County and State must have the option to enroll in the plans and have reasonable in-network coverage options.
- K. Companies are to have arrangements for Complementary and Alternative Medicine services for plan members.
- L. Annual open enrollment is typically conducted during the month of September. The successful proposer will assist the District with annual enrollment by: training the District benefits staff on plans; attending all employee enrollment meetings; and providing web portal assistance for annual enrollment.
- M. Assistance with plan documents, plan design options, renewal scenarios, and underwriting assumptions is expected.
- N. Communications and adherence to compliance issues is expected, e.g. mandatory notifications, Medicare Secondary Payer rules, COBRA and other regulatory mandates such as coverage for autism, mental health parity.
- O. Companies submitting proposals are required to provide eligibility, claims and utilization data on a monthly basis, attend quarterly meetings to review plan performance, be available to meet at least biweekly regarding ongoing administration and service issues, meet monthly on plan management, and make available a Medical Director for ongoing involvement in performance improvement initiatives.
- P. The District will explore the option to utilize the proposers Health Reimbursement Arrangement in lieu of its current arrangement. A description of your HRA process and cost is requested.

Medical Plan Network

- A. Proposers must include a comprehensive network of hospitals, outpatient facilities, physicians, healthcare providers specifically in Polk County and have access to care in surrounding Counties, and on a state and national basis.
- B. Companies are to have no gaps in network coverage in Polk County with the exception of services needed at Centers of Excellence.
- C. Any change in networks is not to be of significant disruption to the District's plan members.
- D. Proposers must have stable contract arrangements with network providers specifically in Polk County.
- E. Companies are to monitor network provider performance and take appropriate action when standards are not being met.
- F. Companies are to provide a comprehensive behavioral health network for mental health and substance abuse services, including utilization management and authorization protocols to deliver services that are in compliance with federal and State of Florida mandates.
- G. A comprehensive Centers of Excellence network is to be provided.
- H. Contracts with network providers are to include language that will hold the member harmless from balance billing and charges for services not approved by the Company.
- I. Services performed by non-network providers that are referred by an in-network provider (e.g. Surgical assist) are not covered by the plan. Proposers must have a comprehensive contracted network and take necessary steps to ensure appropriate referrals by in-network providers.
- J. Please complete the Network Comparison, Attachment B. Provide a printed copy and the completed file, in Excel format, on a CD with your proposal.

Medical Plan Health Management

- A. Companies need to be accredited by a nationally recognized agency (i.e. National Committee for Quality Assurance) and have the ability to demonstrate outcomes measurements for the District.
- B. Proposer is requested to provide a dedicated, onsite clinical care coordinator to work collaboratively with the District to support efforts to improve the health status of plan members. The District anticipates the opening of multiple employer sponsored health care clinics starting with two locations in 2010.

The dedicated clinical staff member will rotate between the clinics, and will work with the clinic personnel to share patient data, coordinate care, and provide clinical support and assistance to optimize the care of health plan members. In addition, this individual will coordinate services with the District wellness staff to provide onsite services to employees at their worksite locations. Activities may include biometric screening, Health Risk Assessment and education. Proposers must have the ability to accept HRA data from the onsite clinic.

- C. Proposers must demonstrate the ability to identify high risk plan members, including the receipt of use of pharmacy data, and be able to assist them in managing their health. Disease management programs are to have a high participation/engagement rate and guaranteed results are desired.
- D. Proposers must have a case management program that addresses the specific needs of seriously ill plan members.
- E. Consumer educational material must be provided and/or made available via the internet, to plan members on general health issues and specific initiatives, illnesses, and diseases.
- F. Reports on the health management activities, and their effectiveness, are to be provided to the District, at least quarterly, on an ongoing basis.
- G. Companies will assist the District in reducing or modifying utilization where medically appropriate and guaranteed results are desired.
- H. The District uses financial incentives to encourage employees to participate in HRA/screening activities, and disease management. The successful proposer must be capable of tracking employee participation and administer incentives as determined by the District.

Medical Plan Reporting and Data Interface

- A. Companies will provide supporting detail with claims reimbursement requests that will assist the District in assuring proper payment. Provider adjustment reports are to be clear and easy to reconcile.
- B. Companies must be willing to accept a weekly electronic eligibility file that is generated by the District at no additional cost for the initial mapping and for ongoing weekly files. The eligibility file is a full eligibility file that is generated out of the District's computerized system, SAP. The successful vendor will work with the District staff to obtain data and test files prior to the start of the plan year.
- C. Proposers must provide claims and utilization reports, preferably downloadable on line system information, which meet the needs of the District.

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- D. Companies must provide monthly claims detail to the District's benefits consultant in the format specified and including all data fields listed in Attachment G – Monthly Claims File Layout - of this RFP, at no additional charge.
- E. Proposers will agree to accept the self billing practice of the District for administrative fees.
- F. Banking arrangements for claims funding will be in accordance with District standards using ACH debit method with no more than weekly disbursements.
- G. Proposer must be willing to accept encounter data for services rendered at onsite clinic locations.

Medical Plan Cost of Services

- A. Proposals are sought on a self-funded basis. Fully insured proposals will be considered with multiple year rate guarantees. Proposals must include multi-year rate guarantees on self funded medical ASO fees and on other administrative fees.
- B. The administrative and support services offered must be comprehensive and meet the needs of the District.
- C. Network discount guarantees are required.
- D. The administrative fees are to include all of the services requested. Optional services that will incur additional cost must be specified in detail.
- E. Plan utilization standards are encouraged and guarantees are requested.
- F. An additional administrative fee of \$2.00 PSPM must be included in your proposal, and is to be paid to the District in a lump sum at the beginning of each plan year to off-set enrollment, administration, printing, and other expenses required to manage the program.

Medical Plan Performance Guarantees

The District strongly encourages performance guarantees with financial penalties associated with failure to perform.

- A. Plan Implementation guarantees are to include: Plans loaded and tested; open enrollment support; staff training; and ID cards issued before December 10, 2010. ID cards should be issued by December 10th of each subsequent plan year.
- B. The plan document, ASO contract, and banking arrangement must be completed by November 1, 2010.

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- C. Network Stability is to include an annual turnover rate of 3% or less in the Polk County area.
- D. Companies are to provide Claims Administration standards to include:
 - 1. Financial Accuracy to be calculated by using total claims dollars processed, compared to the combined over and under payment errors, with a minimum of 98% accuracy.
 - 2. Processing Accuracy of at least 98% of the total number of correct claims divided by the total claims processed.
 - 3. Turnaround Time minimum of 90% clean claims in 14 calendars days and 100% all clean claims in 30 days.
 - 4. Accurate and Timely Reporting with Monthly, Quarterly and Annual reporting due by the 20th of the following month and reports to be error free.
- E. Companies are to provide Utilization standards that will:
 - 1. Lower the hospital bed days per 1,000 members.
 - 2. Lower emergency visits per 1,000 members
 - 3. Lower lab and x-ray tests per 1,000 members
- F. Companies are to provide network discount guarantees.
- G. Failure to meet the performance standards may result in the nonrenewal or cancellation of the contract by the District, at its sole discretion.

Employee Assistance Program (EAP)

- A. EAP proposals will be considered as part of a medical plan proposal; or on a standalone basis.
- B. The District is requesting a model that includes an assessment and then up to six (6) face-to-face sessions with a counselor to address short-term issues. EAP services are available to employees, dependents, and household members.
- C. Additional desired EAP services include: financial consultation, legal services, online work/life services, EAP webinars, ID theft consultation, 24 hour/365/day telephonic assessment and triage, Crisis Incident Stress Management, Supervisory/Mandatory Referrals, onsite education, training, and orientations; Web-tools for member assistance; Quarterly Performance Reporting.

END OF SECTION 2

SECTION 3: GENERAL INSTRUCTIONS TO RESPONDENTS

3.1 District Contact/Inquiries

This RFP is issued by the District. The District 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
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
Fax: (863) 534-0802
Phone: (863) 534-0572
Email: scott.clanton@polk-fl.net

The physical address for overnight and hand delivery only is:

Scott Clanton, Director of Purchasing
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

3.2 Pre-Proposal Conference & Written Questions

A non-mandatory Pre-Proposal Conference will be held in the School Board Auditorium at the District office, 1915 S. Floral Avenue, Bartow, Florida on March 9, 2010 @ 10:00 a.m. Prospective proposers are encouraged to attend this conference. Any questions to be asked are to be in writing. Compose questions on paper indicating the RFP page number and section to which the question refers, give the facilitator a written copy of your questions and ask your questions at the pre-proposal conference. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the RFP (see Section 3.3). The deadline for submission of written questions is March 11, 2010 @ 5:00 p.m. ET. After this date and time, no additional questions will be accepted.

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 3.1 of this RFP. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline indicated above.

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Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0045) at least five (5) days prior to the date of the meeting.

3.3 **Official Responses**

On or about March 17, 2010, 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/default.htm>

3.4 **Receipt of Proposals**

Provide one (1) original proposal with **manual signature** and seven (7) copies of the proposal (for a total of 8). Include with the original proposal two (2) CD-ROM's each containing Attachment A, Attachment B and Attachment C in the appropriate formats as indicated in this RFP.

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) #054-PSC-0410. The deadline for receipt of sealed proposals is 3:00 p.m. (ET) on April 6, 2010 in the School Board Purchasing Office at the address shown in Section 3.1. 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 Office 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 proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0045) at least five (5) days prior to the date of the opening.

3.5 **Anticipated Schedule of Events** (Subject to change as conditions may dictate)

Activity	Date
Release of RFP	Feb 26, 2010
Pre-proposal conference (non mandatory) – 10:00 am (ET)	Mar 9, 2010
Deadline for questions to Purchasing – 5:00 pm (ET)	Mar 11, 2010
Release of responses to questions	Mar 17, 2010
Deadline for receipt of sealed proposals in the Purchasing Office - 3:00 p.m. (ET)	Apr 6, 2010
Proposal analysis sent by RobinsonBush to carriers for verification	Apr 21, 2010
Proposal verifications due from carriers – 5:00 p.m. (ET)	Apr 23, 2010
Evaluation Committee meeting to review responses. Finance Conference Room, District Office	Apr 29 & 30 2010
Finalist presentations, if necessary. Superintendent's Conference Room, District Office	May 6 & 7, 2010
Posting of Award Recommendation (on or about)	May 13, 2010
Approval of recommendation by the Board	June 8, 2010

*Evaluation Committee meetings and oral presentations will be posted as a public notice at

<http://www.polk-fl.net/community/doingbusinesswithus/purchasing/evaluationsandnotices.htm>

3.6 **Restrictions On Contacting The District**

Upon the issuance of this RFP, all contact with the District **must** be made through the designated contact person listed in Section 3.1. The Proposer **must** limit communication with the designated contact to the means specified in this document. Other District employees, representatives of the District and members of the Evaluation Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the proposers or their representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to the Purchasing Department. Proposers shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

3.7 **Addendum**

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted to the same website where this RFP is posted, at

<http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>

It shall be the responsibility of the proposer to be sure they received all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

END OF SECTION 3

SECTION 4: PREPARATION OF PROPOSALS AND REQUIRED CONTENT

4.1 Proposal Preparation

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP and completeness and clarity of content.

4.2 Required Information and Format

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that **eight (8) copies (the original and seven (7) duplicate copies) be submitted. Included with the original proposal will be 2 CD-ROM's each containing Attachments A, B, and C in the appropriate formats as indicated.** The Required Response Form (see page 1) **must be signed** by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 90 days from the day after the deadline for receipt of proposals.

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

Tab 1 – Compliance Requirements

This is a compliance section and carries no evaluation points. Proposers must provide the following submittals as specified to receive further consideration.

- A. Required Response Form refers to page 1. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted. The enclosed original Required Response Form is the only acceptable form. **An original manual signature is required on this form.**
- B. Respondent must complete and submit the Vendor Statement of Qualifications (See **APPENDIX A**)
- C. Respondent must complete and submit the Statement of Affirmation and Intent (See **APPENDIX B**)
- D. Respondent must complete and submit the Disclosure Statement (See **APPENDIX C**) included in this package.

- E. Respondent must complete and submit the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (See **APPENDIX D**) included in this package.
- F. Drug-Free Workplace (Optional): If applicable, sign the Drug-Free Work Place Certification form (See **APPENDIX E**). Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

Tab 2 – Medical Administrative Services Only and Employee Assistance Program RFP Proposal Worksheet-Attachment A

All proposers must complete the RFP Proposal Worksheet, Attachment A, in full. Include a printed copy under tab 2 in your proposal and return the completed Attachment A in WORD format on CD.

Tab 3 – Medical Administrative Services Only Network Provider Comparison-Attachment B

All proposers must complete the Network Provider Comparison, Attachment B, in full. Complete all three worksheets (Physicians, Facilities and Other). Each worksheet is on a separate tab. Include a printed copy under tab 3 in your proposal and return the completed Attachment B in EXCEL format on CD.

Tab 4 – Medical Administrative Services Only Claims Re-pricing File-Attachment C

All proposers must complete the Claims Re-pricing File, Attachment C, in full. Include the requested Claims Re-pricing File in EXCEL format on CD under tab 4 in your proposal.

Tab 5 – Additional Information

Since data not specifically required must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section entitled “Additional Information”. If there is no additional information to present, state in this section “There is no additional information that we wish to present.”

END OF SECTION 4

SECTION 5: EVALUATION OF PROPOSALS

RFP's are received and publicly opened. Only names of respondents are read at this time.

Proposals will be evaluated by an Evaluation Committee comprised of representatives from the District with consultants from RobinsonBush, Inc. advising. Consultants from RobinsonBush, Inc. participate as non-voting members of the Evaluation Committee and will help the committee with answers to any questions they may have of the data being submitted by firms responding to this RFP as well as preparation of summary documents, validation of information submitted in the proposals, etc. Purchasing Department personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the Evaluation Criteria listed in Section 5.2, and 5.3 should the Evaluation Committee require presentations/interviews.

The Evaluation Committee reserves the right to interview any, all or none of the proposers and to require a formal presentation/interview with the key people who will administer and be assigned to work on the contract before recommendation of award. Respondents should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations (presentations/interviews) may not be solicited from all respondents.

The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the District cannot reach a mutually beneficial agreement with the first selected proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. Proposers are cautioned to provide their best offer initially.

Decisions on finalists and specific interview times (if necessary) will be released on or about April 30, 2010. **All respondents should be prepared to participate in finalist presentations/interviews on May 6 or 7, 2010 as scheduled by the District.**

The Evaluation Committee in conjunction with the Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Polk County, Florida.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s). The recommendation for award of the 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 13, 2010 and will remain posted for a period of at least 72 hours.

The School Board will award or reject any or all proposal(s).

5.1 Evaluation Process:

The evaluations will be completed as described below. The Evaluation Committee will evaluate all responsive proposals submitted utilizing the Evaluation Criteria listed in Section 5.2. The Committee will score and rank all responsive proposals. The Evaluation Committee may determine a shortlist of proposers to be finalists for further consideration and may require oral presentations/interviews with the shortlisted finalists. The presentation/interview will be evaluated utilizing the Presentation/Interview Evaluation Criteria listed in Section 5.3. The Evaluation Committee will score and rank the shortlisted finalists.

The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

A vendor's past performance may be used in the evaluation process.

5.2 Evaluation Criteria:

The Evaluation Committee shall rank all proposals which meet the minimum requirements and which include the required submittals. The evaluation factors will include, but not necessarily be limited to the criteria listed below under Evaluation Criteria.

MEDICAL ADMINISTRATIVE SERVICES ONLY

<u>Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
General Information	100	10%
Administrative Services	100	15%
Network	100	15%
Health Management	100	15%
Reporting and Data Interface	100	15%
Cost and Performance Guarantees	100	30%

EMPLOYEE ASSISTANCE PROGRAM

<u>Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
General Information	100	15%
Administrative Services	100	30%
Network	100	15%
Cost	100	40%

5.3 Presentation/Interview Evaluation Criteria:

Should the proposal Evaluation Committee require presentations/interviews from shortlisted respondents the evaluation factors will include, but not necessarily be limited to the criteria listed below under Presentation/Interview Evaluation Criteria.

<u>Presentation/ Interview Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
Overall ability to meet needs of District	100	40%
Experience	100	20%
Overall cost and performance Guarantees	100	40%

All respondents should be prepared to participate in finalist interviews (if necessary) on May 6 and 7, 2010.

END OF SECTION 5

SECTION 6: GENERAL TERMS, CONDITIONS AND INFORMATION

6.1 Posting of RFP Award Recommendation

RFP recommended awards will be posted for review by interested parties, at the School Board Administrative offices at 1915 South Floral Avenue, Bartow, Florida on or about May 13, 2010, and will remain posted for a period of at least 72 hours.

6.2 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 respondents. The District reserves the right to reject any or all submitted proposals.

6.3 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 the requirements in this RFP. The decision of the District will be final in this regard.

Cost 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 company 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.

6.4 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Evaluation Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 3.

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, district personnel, representatives of the District or Evaluation Committee members 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.

6.5 Public Records

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. 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.

6.6 Time

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

6.7 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.

6.8 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.

6.9 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 **Appendix E**)

6.10 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.

6.11 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.

6.12 Patents And Royalties

The Respondent, without exception shall indemnify and save harmless the School Board of Polk County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board of Polk County, Florida. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

In addition, The District shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

6.13 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.

6.14 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.

6.15 Replacement of Proposer's Staff:

All replacement personnel to be assigned to the District are subject to written approval by the District.

6.16 Federal and State Tax:

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the

District's Tax Exemption Number is securing such materials.

6.17 Indulgence:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

6.18 Proposers Mailing Address:

It is the responsibility of every proposer to register and maintain their current mailing address with the Polk County School Board Purchasing Department.

6.19 Other Information:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming with the instructions provided herein will be subject to disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive irregularities in the proposals.

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 may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this 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 District to do so. The decision of the District will be final in this regard.

The Contractor shall designate an Implementation Manager who shall be the primary contact for the Contractor.

END OF SECTION 6

SECTION 7: CONTRACT INFORMATION

7.1 Contract Period

The Agreement with the successful proposer will begin upon approval by the Board (on or about June 8, 2010). It is envisioned that the initial contract period will be for five (5) plan years, beginning January 1, 2011 with the option for additional renewal periods subject to mutual agreement by both parties

7.2 Contract Renewal

The Board at its sole discretion may exercise options to extend the contract for additional periods. The extension will be contingent upon the mutual written consent of both parties. District renewal will be in part dependent upon acceptability of cost, coverage, service, provider stability and market conditions.

7.3 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.

7.4 Agreement for Services

The District may require an Agreement 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 with the awarded vendor. 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. This will constitute the complete agreement between the proposer and the School Board of Polk County.

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

7.5 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.

The School Board of Polk County, Florida – Medical Plan Administrative Services Only (ASO) and
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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, or 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 subject to limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or 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/Hold Harmless provisions shall survive the termination of any contract with the District.

Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

7.6 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 written approval by the District.

7.7 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.

7.8 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, 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, reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall 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.

7.9 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 all proposals 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”.

7.10 School Security

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement may be delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the District:

1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm’s subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District’s property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District’s property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. “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. Powder actuated construction nailers and fasteners are excluded from this definition.
3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall

have the right to terminate this Agreement if the awarded vendor does not comply with this provision.

4. Possession/Use/Under The Influence Of Mind Alerting Substances. 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 the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's 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 the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.
5. Compliance with the Jessica Lunsford Act. See Section 6.13

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 Intellectual Property Rights

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs 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 District.

7.17 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 (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment 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.

7.18 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.

END OF SECTION 7

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* _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

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 <u>signed</u> REQUIRED RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All required Information from Section 4	17-18
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	35
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Respondent Statement of Qualifications - Appendix A	37
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement of Affirmation and Intent – Appendix B	38
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disclosure Statement - Appendix C	39
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 Appendix D	40-42
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) Appendix E	43

RESPONDENT’S STATEMENT OF QUALIFICATION

APPENDIX A

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract? Yes No
- 2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract? Yes No
- 3. Has an uncompleted contract been assigned by Vendor’s surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? Yes No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent’s financial position or future viability? Yes No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? Yes No
- 7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. _____

Name of Firm/Respondent (Typed)

Authorized Representative’s Signature

Date

STATEMENT OF AFFIRMATION AND INTENT

APPENDIX B

TO: POLK COUNTY PUBLIC SCHOOLS, PURCHASING DEPARTMENT

PROJECT: Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) Services

DATE: _____

The undersigned, hereinafter called the respondent, declares that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Polk County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project.

The respondent certifies that no Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.

The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify the District in writing.

The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposal.

Corporate Name of Respondent (Typed)

Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

NOTARY PUBLIC:

State Of: _____ County Of: _____

On this _____ day of _____, 20____, before me appeared (name) _____
sworn, did execute the foregoing document, and did state that he or she was properly authorized by (name of company) _____, to execute the document and did so as his or her free act and deed.

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: __ My Commission Expires: _____

DISCLOSURE STATEMENT

APPENDIX C

In the space provided below, please disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2005 through the present between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District.

Also, in the space provided please disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

If no relationships as described above exist or have existed please indicate this by placing a check mark in the box provided below.

Not every prior or existing relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. 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 District will make the final determination regarding the existence of a conflict of interest.

Disclosure Statement: _____

No relationships exist/have existed

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

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

APPENDIX D

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)

The School Board of Polk County, Florida – Medical Plan Administrative Services Only (ASO) and Employee Assistance Program (EAP) Services

RFP #054-PSC-0410

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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.

DRUG FREE WORKPLACE CERTIFICATION FORM
APPENDIX E

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree 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)