

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

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

TITLE: RFP #064-PLA-0510-Group Dental Plan

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.\*\*

**RFP #064-PLA-0510-Group Dental Plan  
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**PURCHASING DEPARTMENT**

**Request for Proposal (RFP)**

**Group Dental Plan**

**RFP NO.: 064-PLA-0510**

NOTICE TO INTERESTED PROPOSERS MAILED: April 13, 2010

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: April 23, 2010, 4:00 pm ET

DEADLINE FOR RECEIPT OF PROPOSALS: May 11, 2010, 3:00 pm ET

**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 a voluntary, fully insured Group Dental Plan for the School Board of Polk County's active employees, dependents, retirees, and COBRA participants.

The purpose of this RFP is to offer qualified firms an opportunity to submit written proposals for the District's consideration.

**1.2 About the District**

- a. The Polk County School's 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.
- 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](http://www.polk-fl.net)
- f. School FTE, school population, etc. is available at <http://www.polk-fl.net/schools/default.asp>

### 1.3 Current Dental Plan

The School Board of Polk County has provided a choice between three voluntary Group Dental PPO Plans through MetLife since October 1, 2007. Current premiums are provided below:

Tier	LOW PLAN	MIDDLE PLAN	HIGH PLAN
Employee Only	\$10.53	\$18.10	\$30.83
Employee + Spouse	\$20.80	\$36.18	\$59.69
Employee + Child(ren)	\$25.84	\$45.62	\$72.35
Employee + Family	\$31.29	\$62.64	\$96.19

Rates were guaranteed for 2008 and 2009. Effective 10/1/09 through 12/31/10 the rates were adjusted 6%.

The current plan designs are provided in Attachment D – Dental Comparison & Certificates of Coverage

2010 enrollment in the dental plan is provided in Attachment E - Dental Census.

Claims experience is provided in Attachment F – Dental Claims Experience.

### 1.4 General Terms and Information

1. The Agreement with the successful proposer will begin upon approval by the Board (on or about July 13, 2010). It is envisioned that the initial contract period will be for three (3) 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 proposal.

### ***I. General and Administrative***

- A. Proposals are being sought by the District for a fully insured Group Dental Plan with an effective date of January 1, 2011. The Plan Year is January 1 through December 31.
- B. Minimum participation requirements are to be waived.
- C. It is envisioned that the initial contract period will be for three (3) plan years, beginning January 1, 2011 with the option for additional renewal periods subject to mutual agreement by both parties.
- D. An experienced local client service manager, with expert support, is to be provided.
- E. Proposers must agree to accept the self billing practice of the District, which includes remittance and an employee list of deductions following each payroll. Payroll runs one time per month.
- F. Proposers must agree to accept a full eligibility file, generated on a weekly basis, in the format established and currently utilized by the District. Any eligibility mapping and interface costs are to be absorbed by the Proposer.
- G. The proposer will provide educational brochures, plan documents, claim forms, network directories, and other materials that clearly explain how to use the dental benefit to its maximum levels. The Company will participate in the annual enrollment process to explain the benefits of the program.
- H. The proposer must be dedicated to high levels of customer service and satisfaction. The District encourages proposer to perform quarterly satisfaction surveys among District members who have utilized the plan.
- I. Performance reports must be provided on a quarterly and annual basis that provide membership, premium, and claims cost by service type and provider. Member discrepancy reports must be provided to the District on a weekly basis.
- J. It is required that dental identification cards be sent to each dental plan subscriber. A unique identification number (other than a social security number) must be generated and printed on the identification card.
- K. Proposers must provide Preventive and Basic services during the waiting period (twelve months) for late entrants. After twelve months late entrants will be eligible for all covered services

## **II. Plan Design**

- A. The dental plans are to provide comprehensive benefits to a broad network of providers located throughout Polk County. Three plan options are requested – low, middle and high PPO options. See Section IV.C. for additional information.
- B. Proposed dental benefits should provide, at minimum, benefits that meet the in-force coverage limits.
- C. Any coverage deviations must be noted in your proposal.
- D. Dental Health Maintenance Organization plan designs are not requested.
- E. Proposers must complete Attachment C – Top Dental Procedures file and indicate the maximum fee allowance and benefit type (I, II, III, IV) for each of the listed procedures.

## **III. Network**

- A. The Proposer will maintain a network of preferred dental providers for enrollees, including general dentists and specialists. The network must be comprehensive in Polk County and provide adequate access to services.
- B. Any change in networks is not to be of significant disruption to the District's members.
- C. The Company must implement and follow quality review procedures for dental providers. The Company must review practice patterns through claims and encounter data to determine the quality of services. The Company must take appropriate action in the event that a provider no longer meets established quality standards.
- D. Proposers must complete the Network Provider Comparison, Attachment B. Provide a printed copy and the completed file, in Excel format, on 2 CDs with your proposal.
- E. Network provider satisfaction surveys are strongly encouraged for your Polk County dental network.

## **IV. Premium Proposal**

- A. Premium rates are to be proposed on a four tiered basis as requested in the RFP Proposal Worksheet.

- B. Monthly Premiums are to be presented assuming the Employee & Retiree Counts provided in the Proposed Premium Rates section of Attachment A – RFP Proposal Worksheet.
- C. The District is requesting two (2) options for consideration based on the following:
- a. Option 1 - Assume continuation of a fully voluntary program based on your proposed dental benefits.
  - b. Option 2 - An alternative proposal based on the District paying 100% of the premium for Type I services for the ACTIVE EMPLOYEE ONLY participating on the District's self-funded medical plan. Type I services to be included in the Board paid benefit include:

Periodic Oral Exam	Twice per calendar year
Prophylaxis (cleaning)	Twice per calendar year
Bitewing x-rays	Once per calendar year
Full Mouth x-rays	Once in a three year period

All other covered dental services and dependent coverage for all services would be employee paid as a voluntary buy-up plan. The buy-up plan should be based on the plan design outlined in the MIDDLE PLAN as provided in this RFP. Retirees would continue to pay 100% of the total dental premium.

- D. Multiple year rate guarantees are requested and strongly encouraged. A minimum two (2) year fixed rate is required for year 1 (January 1, 2011 – December 31, 2011) and year 2 (January 1, 2012 – December 31, 2012). A flat rate, fixed rate or rate cap on year 3 (January 1, 2013 - December 31, 2013) is required.
- E. An administrative fee of \$1.00 per subscriber per month, paid to the District, is to be included as a part of the dental premium to off-set administrative expenses incurred by the District for items such as printing, enrollment, marketing, and other related expenses.
- F. All group insurance products are currently provided on a net of agent commissions basis. It is desired that proposers quote premium rates on a net of commissions basis. The RFP does not prohibit the inclusion of agent commissions. A properly licensed insurance agent is not prohibited from competing in this procurement.
- G. Performance Guarantees outlining standards and financial penalties are requested and strongly encouraged.

**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:

Lynn Adams, CPPO, CPPB, Purchasing Services Manager  
The School Board of Polk County  
Post Office Box 391  
Bartow, Florida 33831-0391  
Fax: (863) 534-0802  
Phone: (863) 534-0563  
Email: [Lynn.Adams@polk-fl.net](mailto:Lynn.Adams@polk-fl.net)

The physical address for overnight and hand delivery only is:

Lynn Adams, CPPO, CPPB, Purchasing Services Manager  
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 Written Questions**

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Lynn Adams, via the contact information in Section 3.1 of this RFP. The deadline for receipt of written questions is April 23, 2010 @ 4:00 p.m. ET. After this date and time, no additional questions will be accepted. 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.

### **3.3 Official Responses**

On or about April 27, 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 Group Dental Plan, RFP # 064-PLA-0510. The deadline for receipt of sealed proposals is 3:00 p.m. (ET) on May 11, 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)

<b>Activity</b>	<b>Date</b>
Release of RFP	Apr 13, 2010
Deadline for receipt of questions in Purchasing Office – 4:00 pm (ET)	Apr 23, 2010
Release of responses to questions	Apr 27, 2010
Deadline for receipt of sealed proposals in the Purchasing Office - 3:00 p.m. (ET)	May 11, 2010
Proposal analysis sent by RobinsonBush to carriers for verification	May 24, 2010
Proposal verifications due from carriers – 5:00 p.m. (ET)	May 26, 2010
Evaluation Committee meeting to review responses. Finance Conference Room, District Office	June 2, 2010
Finalist presentations, if necessary. Superintendent's Conference Room, District Office	June 4, 2010
Posting of Award Recommendation (on or about)	June 10, 2010
Approval of recommendation by the Board	July 13, 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 – Group Dental Plan 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 – Group Dental Plan Network Provider Comparison-Attachment B**

All proposers must complete the Network Provider Comparison, Attachment B, in full. Please note that there are two worksheets. Complete the worksheet labeled “Dental Providers” and if applicable, complete the worksheet labeled “Additional Providers”. 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 – Group Dental Plan Top Dental Procedures-Attachment C**

All proposers must complete the Top Dental Procedures, Attachment C, in full. Include a printed copy under tab 2 in your proposal and return the completed Attachment C in EXCEL format on CD.

**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**

Proposals 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 June 2, 2010. **All respondents should be prepared to participate in finalist presentations/interviews on June 4, 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 June 10, 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.

<u>Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
General and Administrative	100	20%
Plan Design	100	25%
Network	100	25%
Premium Proposal	100	30%

**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 June 4, 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 June 10, 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.

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 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 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 in securing such materials.

**6.16 Indulgence:**

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

**6.17 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.

**6.18 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 July 13, 2010). It is envisioned that the initial contract period will be for three (3) 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.

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**



## SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your 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 proposal packet. Include this completed checklist along with your proposal. Items checked **Required** must be submitted at the time you submit your 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 proposal to facilitate the 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 <b><u>signed</u></b> REQUIRED RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All required Information from Section 4	11-12
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	26
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Respondent Statement of Qualifications - Appendix A	28
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement of Affirmation and Intent – Appendix B	29
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disclosure Statement - Appendix C	30
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 Appendix D	31-33
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) Appendix E	34
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group Dental Plan RFP Worksheet (printed and in Word on CD)	Attachment A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group Dental Plan-Network Provider Listing (printed and in Excel on CD)	Attachment B
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group Dental Plan Top Dental Procedures (printed and in Excel on CD)	Attachment C



**STATEMENT OF AFFIRMATION AND INTENT**

**APPENDIX B**

TO: POLK COUNTY PUBLIC SCHOOLS, PURCHASING DEPARTMENT

PROJECT: Group Dental Plan RFP

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: \_\_\_\_\_



**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)

## **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.

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(vendor's signature)