Monroe County School District

REQUEST FOR PROPOSAL

RFP 2019918

Medical Administration Services Only



Members of the Board

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District # 2

ANDY GRIFFITHS

District # 3

MINDY CONN Vice-Chairman

District # 4

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District # 5

SUE WOLTANSKI

Mark T. Porter Superintendent of Schools Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed Proposal".

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **RFP 2019918**SOLICITATION TITLE: Medical Administration Services Only SUBMISSION DUE: May 6, 2019 at 2:00 PM

SUBMITTED BY:

(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

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REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on May 6, 2019 at 2:00 PM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

RFP 2019918 Medical Administration Services Only

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com. The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, <u>Jessica.Bailey@KeysSchools.com</u>.

All proposals must be received by the Internal Services Department / Purchasing Division on or before May 6, 2019 at 2:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, seven (7) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

Monroe County School District
Administration Building
Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Suanne C. Lee, CPPO, CPPB, FCRM, RMLO Director of Internal Services

Released in Key West, Florida, April 4, 2019

District School Board of Monroe County Internal Services Department / Purchasing Division

PROPOSAL FORM

RFP 2019918 - Medical Administration Services Only

| BID DUE /BID OPENING DATE/TIME: MAY 6, 2019 AT 2:00 PM | | | |
|---|---|--|--|
| RETURN ONE (1) SIGNED ORIGINAL, SEVEN (7) COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT) OF THE PROPOSAL. NO OTHER PROPOSAL | | | |
| FORM WILL BE ACCEPTED | NAME OF COMPANY | | |
| PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM. | ADDRESS OF COMPANY | | |
| IF SIGNED BY AN AGENT OF NAMED COMPANY WRITTEN EVIDENCE FROM THE OWNER OF | PRINT NAME OF AUTHOR | RIZED SIGNATURE | |
| RECORD OF HIS/HER AUTHORITY MUST AUTHORITY MUST ACCOMPANY THIS PROPOSAL. | EMAIL ADDRESS | | |
| | TELEPHONE No. | FAX | |
| Proposal Cer I hereby certify that: I am submitting the following information as my firm's (proposer) propo and unconditional acceptance of the contents of Pages 1 through 45 inclusive of this Rec released hereto; proposer agrees to be bound to any and all specifications, terms and contand understand that the following are requirements of this RFP and failure to comply will r discussed, or compared the proposal with other proposers and has not colluded with any of all information contained herein is part of the public domain as defined by the State of information contained in this proposal are true and accurate. | sal and am authorized by proposer to d quest for Proposal, and all appendices ditions contained in the Request for Pro esult in disqualification of proposal sub ther proposer or party to any other prop | and the contents of any Addenda oposal, and any released Addenda mitted; proposer has not divulged, oosal; proposer acknowledges that | |
| Signature of Proposer's Authorized Representative (blue ink preferred on original) | | _Date | |
| Name of Proposer's Authorized RepresentativeTitle | e of Proposer's Authorized Representat | ive | |
| | | | |

SCOPE OF WORK

I. Scope of Request for Proposal

The Monroe County School Board (School Board) is requesting proposals for Medical Administration Only (ASO) services as further described in this Request for Proposal (RFP). Proposal is to be net of commissions to the extent of Florida Purchasing Guidelines. The School Board will issue a separate RFP for Stop Loss Coverage.

The School Board is located in Monroe County, Florida with its headquarters in Key West. The School Board's employees live throughout the Florida Keys, Monroe County and into Miami-Dade County.

- (1) Contract Period: An initial 36-month contract, from January 1, 2020 through and including December 31, 2022. Further, it shall be the option of the School Board to renew for one (1) additional year thereafter.
- (2) Rate Guarantee Period: Regardless of actual enrollment, the initial rates shall be guaranteed for 36 months. Changes after the initial 36-month period shall be subject to the Rerating Endorsement.
- (3) Medical ASO Pricing Only: This RFP is requesting medical pricing only. Proposal must be net of commissions.
- (4) Remuneration: Proposal is to be net of commissions to the extent of Florida Purchasing Guidelines. Any other remunerations or similar compensation included must be shown separately.

II. Current Medical Plan

Approximately 1,000 employees, COBRA Continuees, retirees and their eligible dependents participate in three (3) Florida Blue plans:

- Blue Options Plan 1 03768 (Buy-up)
- Blue Options Plan 2 03559 (Core)
- Blue Options Plan 3 05360 (High Deductible Health Plan)

All plans offered include in-network and out-of-network coverage along with some additional specific benefits that the School Board has chosen to include in their plans. Please review the plan documents in the Attachments for more information. Benefits should be proposed as similar as possible and any deviations should be fully noted.

The School Board reserves the right to negotiate with proposer finalist(s) on alternative plan designs.

III. Role of Consultant

The School Board has retained Gallagher Benefits Services (Gallagher) as independent risk and insurance management consultants for the development of the RFP. Gallagher will evaluate RFP respondents by criteria and prepare a report for review by the Health Insurance Committee. Gallagher will be paid \$1.75 PEPM through the balance of the agreement.

IV. Insurance Requirements

- (1) Comprehensive General Liability with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.
- (2) Commercial Auto Coverage with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).
- (3) Workers Compensation Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.
- (4) Professional (errors and omissions) liability policy in the amount of not less than \$2,000,000 covering employees or representatives who provide services to the School Board.
- (5) A fidelity bond in the amount of not less than \$1,000,000 covering those employees or representatives who handle or have possession of monies of the Plan.
- (6) Additional Insured Endorsement: The School Board shall be named as an additional insured on all policies (except Workers Compensation and Professional Liability) that are required by these specifications.
- (7) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing the School Board sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

V. Minimum Qualifications of Proposer

No proposal will be accepted by the School Board where insurance coverage is provided by a person or organization which is not rated by the following rating firm which is less than the minimum rating specified below.

Rating Firm

A.M. Best

A-

If a proposal is made by an organization not rated by A.M. Best, it will only be considered if the organization:

- (1) Has, as of the proposal return date specified in the RFP, been successfully operating for a minimum of five (5) consecutive years; and
- (2) Submits with its proposal, its last audited financial statement issued by a certified public accountant, dated no earlier than 18 months prior to the proposal date specified in this RFP (submit in a separate sealed envelope).

VI. Hold Harmless/Indemnification Provision

The successful Proposer shall hold harmless, indemnify and defend School Board, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed thereunder, whether or not due to or caused by negligence of School Board, its members, officials, officers or employees, excluding only the sole negligence of School Board, its members, officials, officers and employees.

VII. Termination and Non-Renewal Endorsement

Notwithstanding any provision in this Contract to the contrary, except with respect to cancellation of this Contract for non-payment (for which at least sixty (60) days' written notice shall be provided), the Company may not cancel, non- renew, restrict coverage, or restrict the Company's contractual obligations with respect to this Contract except:

- (1) as of the end of the 36 month anniversary of this Contract; and
- (2) then only when such action is to be effective at least one hundred and eighty (180) days after receipt by School Board, of valid written notice from the Company of the Company's intention

with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.

The Company may not effect cancellation of this Contract for non-payment of premium until at least sixty (60) days after receipt by School Board, of valid written notice from the Company of the Company's intention with respect to such cancellation.

The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered separately to both persons below by certified mail to:

Mr. James Drake
Executive Director of Finance and Performance

AND

Ms. Kathryn Flannery Employee Benefits & Risk Manager Monroe County School District 241 Trumbo Road Key West, FL 33040

This contract may be canceled at any time at the request of the School Board, by written notice to the Company stating when thereafter cancellation is to be effective. In the event of termination of this Contract, for whatever reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to School Board, within thirty (30) days from the date of termination.

VIII. Re-rating Endorsement

Notwithstanding any provision in this Contract to the contrary, the Company may not affect any increase of rates or other consideration applicable to this Contract except:

- (1) as of the end of the 36 month anniversary of this Contract; and
- (2) then only when such action is to be effective at least one hundred and eighty (180) days after receipt by School Board, of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.

The written notice of any change in rates or other change in consideration shall be delivered separately to both persons below by certified mail to:

Mr. James Drake
Executive Director of Finance and Performance

AND

Ms. Kathryn Flannery Employee Benefits & Risk Manager Monroe County School District 241 Trumbo Road Key West, FL 33040

IX. Plan Administration

Except for the collection of premium to the successful Proposer and, as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan. These activities should include, but are not limited to, the following:

- (1) Assign a dedicated account service team as described elsewhere in this RFP
- (2) Assign a dedicated and part-time claims representative who will be able to go on-site at School Board locations bi-monthly to assist with administrative issues and employee claims and other issues.
- (3) Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported claims.
- (4) Design, print, and furnish descriptive literature and enrollment material in a sufficient quantity. Additionally, certificates/booklets are to be provided as needed. These certificates must have a readability level acceptable to the School Board. In addition, furnish an electronic version of the certificates/booklets for the School Board to use on their website. These documents must be provided at no additional cost to the School Board.
- (5) Mail/deliver booklets, ID cards, or certificates directly to the employees' homes, after the School Board has reviewed a draft and approved it. This review and approval by the School Board is to be completed prior to printing by the successful Proposer.
- (6) Issue ID cards within three (3) calendar weeks (plus four (4) days' mailing time) after completion of open enrollment periods or after enrollment papers are received for new hires.
- (7) Establish claims reporting procedures that are compatible with the needs and organizational

structure of the School Board.

- (8) Provide enrollment assistance, including educational materials pre-approved by the School Board in advance of distribution, to the School Board during open enrollment period on an annual basis. These tasks should include, but not be limited to, providing sufficient and properly trained enrollers employed by successful Proposer, and requiring that they attend all scheduled enrollment meetings.
- (9) Meet with the School Board, at a minimum, quarterly, to discuss the status of the plan, performance, audits, reports, and planning.
- (10) Attend meetings, if requested by the School Board.
- (11) Verify claimant's eligibility for benefits based on eligibility requirements furnished by the School Board.
- (12) Maintain covered dependent information by dependent's name, date of birth, gender, and relationship to insured and social security number.
- (13) Use a fully automated online clinically-oriented claims adjudication and auditing system that analyzes coded claims data to ensure correct identification.
- (14) Screen for and deny workers' compensation claims.
- (15) Target (flag) the following types of claims for supervisory review*:
 - a. Service required precertification, but certification not obtained;
 - b. Actual length of stay or level of service does not match the approved length of stay or level of service;
 - c. Dollar amount or diagnosis warrants potential referral to medical case management; or
 - d. Any one bill that exceeds \$50,000.
 - *Supervisory review shall include, as appropriate, at a minimum, a review of itemization of invoices exceeding \$50,000 and review of case management notes.
- (16) Identify and maintain separate COB information for each applicable claimant, as well as distinguish between the various types of COB, including retirees eligible for Medicare.
- (17) Coordinate claims with Medicare in accordance with Medicare rules and pay claims where retirees over age 65 and eligible for Medicare Part B and have not elected Medicare Part B as if they had (i.e. secondary).

- (18) Maintain the confidentiality requirements of Federal and Florida law by having adequate systems security features.
- (19) Turnaround 95% of all "clean" claims within ten (10) working days and 100% of all claims within thirty (30) working days. A "clean" claim is a claim submitted with all needed information for proper processing and adjudication.
- (20) Banking arrangements for claims funding will be in accordance with School Board standards. Currently, the administrator submits a monthly claim invoice to the School Board and it is paid monthly.
- (21) Issue EOBs to the claimant within five working days of processing claims.
- (22) Create an EOB that meets with the School Board's approval that uses a format and terminology such that a person not of a medical or insurance background can easily understand the content. This EOB must also comply with Health Care Reform requirements (example: Claims and Appeal procedure requirements).
- (23) Cooperate with the managed care organizations and the UR firm in resolving discrepancies for proper payment of benefits when compliance dictates the use of one or both of these programs.
- (24) Conduct semi-annual internal audits for claim accuracy and occurrence of incorrect payments. Report results to the School Board within ten (10) working days from the end of the reporting period.
- (25) Provide COBRA and HIPAA administration and pay COBRA beneficiary claims.
- (26) Establish and maintain a toll-free line for employees. This line should be operational from at least 8 a.m. to 6 p.m. (Eastern Standard Time). A voice mail system or equivalent system should be available to take off-hour or weekend calls.
- (27) Coordinating with the School Board to continue confirming enrollment/eligibility on a monthly basis by comparing the insurer's eligibility record to the School Board's eligibility record in Excel format (as described above in the Billing and Eligibility section).
- (28) Administer the plan on a detail billing remittance basis by division, separated by active employee, retiree and COBRA beneficiary.
- (29) Conform accounting procedures and practices to generally accepted accounting principles.
- (30) Maintain proper records for tax reporting purposes; e.g., 1099s.

- (31) Retain medical claims history online for minimum of twenty-four (24) months.
- (32) Prepare, maintain, and file with any applicable federal, state or local governmental agencies, any forms or reports as may be required from time to time by law; e.g., New York Public Goods Pool, COBRA, CMS obligations, etc.
- (33) Provide assistance with regard to: (1) problems arising in connection with insurance laws, (2) tax aspects of the Plan, (3) litigation arising out of the administration of the Plan, and (4) any other legal matters that may arise in the course of the operation of the Plan.
- (34) Provide claims fiduciary services. Establish claim denial and grievance procedures which are clearly communicated to members. Grievance procedures should be consistent with all applicable federal and state laws, rules and regulations, including but not limited to Healthcare Reform. Maintain access to a Medical Director to evaluate appealed claims.
- (35) Supply all postage required to service the School Board's account.
- (36) Send correspondence using School Board approved pre-formatted letters to the claimant or provider. The content of these letters must be easily understandable by a person not of a medical or insurance background.
- (37) The School Board will have first review and pre-approval of any correspondence that will be sent to claimants or providers that includes changes/amendments to the plan.

X. Access to Claims Files

The proposer agrees that the School Board, shall have reasonable access to all claim files created as a result of the claims services to be provided by the successful proposer. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) days advance written notice, all claim files for review by the School Board. Further, upon written request of the School Board, the successful Proposer shall make available to the School Board at the School Board's offices and within ten (10) days after the written request, a complete copy of selected files identified by the School Board.

XI. Ownership of Claim Data

The School Board shall have all right, title, interest and ownership to all loss statistics created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the School Board, and upon fourteen (14) calendar days' written notice, the successful Proposer shall provide such data to the School Board.

At the termination of the contract, the successful Proposer shall provide the School Board with computer tapes or other computer media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.

XII. Network Discounts:

The School Board is interested in a medical claims administrator which has successfully developed a cost-effective provider network allowing the School Board and its plan participants to access needed medical care with significant discounts. The guaranteed medical network discount will be the discount percent where the administrator is guaranteeing claims in service categories including: inpatient hospital, outpatient hospital, outpatient surgical centers, emergency room facility costs, urgent care facility and professional, to be discounted at a guaranteed percent. Any risk corridor given will be subtracted from the guaranteed network discount percent to come up with a bottom line or "net" guaranteed medical network discount.

Proposals must include claims administration, network access and utilization review services. Any sub-contracted services to be provided in connection with these requirements must be clearly identified in the proposal.

All proposals should include copies of any and all contracts which the School Board will be required to execute. All proposals should include copies of standard communication materials that are sent to members, such as explanation of benefit (EOB) type forms.

XIII. Continuity of Coverage (No Loss/ No Gain Provision):

Notwithstanding any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan to the contrary, if, but for the replacement of the current plan with the proposed plan, an insured would have been covered by the current plan, the insured shall be entitled to the lesser of:

- (1) the benefits which would have been payable had the current plan been continued; or
- (2) the benefits which would be payable under the proposed plan without the application of any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan.

XIV. Customer Service

The School Board is requesting the following dedicated staff:

- (1) One dedicated and experienced account manager to assist the School Board with managing the everyday details of the School Board's account. This account manager must be easily accessible and able to answer questions about the School Board's account. If additional resources are needed to answer questions or address issues, the account manager must be able to know which resources to utilize and be able to do so in a timely and efficient manner.
- (2) One dedicated and experienced case manager to assist the School Board with managing high risk and high cost claims. This case manager will oversee the management of the medical needs of the individual members and keep the School Board and their stop-loss carrier informed of the financial risks.
- (3) One dedicated and/or part-time claims representative who will be able to go on-site at School Board locations by direction of the Benefits' Staff to assist with administrative issues and employee claims and other issues.
- (4) Please describe your customer service department, specifically:
 - a. Contact methods
 - b. Hours/days of operation
 - c. Staffing
 - d. Languages spoken, specifically is Spanish available
- (5) Explain how are after-hours calls are handled?
- (6) Do you offer a user-friendly cell phone app and/or online access for employee use? If so, please provide details.

XV. Provider and Network Services:

Proposer should maintain a provider managed care network consisting of hospitals, physicians, allied and ancillary services, and durable medical equipment. This arrangement should:

- (1) Provide services with reasonable promptness with respect to geographical location, hours of operation, and after hours care; including emergency care available 24 hours a day, 7 days a week.
- (2) Contract with network physicians that:
 - a. Hold appropriate occupational and professional licenses;
 - b. Hold active and unrestricted privileges in their specialty;
 - c. Have a valid Drug Enforcement and Administration (DEA) number and hold unrestricted

- prescribing privileges (except chiropractors);
- d. Have hospital privileges at participating hospitals;
- e. Have not been convicted of a felony or greater crime;
- f. Are specialty board certified (80% or greater); and
- g. Have not been suspended, placed on probation or limited from any hospital privileges or restricted from receiving payments from Medicare, Medicaid, or other third party programs during the last five years.
- (3) Contract with network hospitals that:
 - a. Hold current Joint Commission on Accreditation of Hospitals (JCAH) accreditation without conditions and licensure;
 - b. Have at least 80% of staff physicians with full admitting privileges board certified;
 - Are free from disciplinary action for the last five years;
 - d. Are Medicare certified; and
 - e. Hold current accreditation with one of the following (in lieu of JCAH), if the hospital is primarily of a rehabilitative nature and lacks surgical facilities:
 - 1. American Osteopathic Hospital Association; or
 - 2. Commission on the Accreditation of Rehabilitative Facilities.
- (4) Provide a network(s) consisting of providers that have the capacity to provide treatment throughout the State of Florida and for those that are either visiting or reside outside of Florida.

Accordingly, this RFP includes a Most Utilized Providers Attachment listing the top providers and asking proposers to respond (yes or no) regarding whether the providers and hospitals are included or not in the network for each plan proposed.

- a. Proposers should include a detailed list that includes all participating hospitals in the following counties: Monroe and Miami-Dade.
- b. The School Board desires that the hospital in the network(s) collectively provide comprehensive services.
- c. The School Board desires that the network(s) include a full range of primary and specialists.
- (5) Provide benefits to employees/dependents that are referred to an out-of-network specialist due to the lack of in-network providers in that specialty, at the in-network benefit level.
- (6) In addition, provide in-network benefits to non-participating providers when services provided at an in-network facility by facility-based providers, such as hospitalists, surgical assistants, anesthesiologists, radiologists, pathologists, etc.
- (7) Please detail how and at what rate you reimburse out-of-network claims.
- (8) Include ancillary providers in the network(s) that are properly licensed and credentialed, and

provide the following services: imaging centers, diagnostic x-ray and laboratory facilities, durable medical goods, home health care, skilled nursing facility, birth centers, and hospices.

- (9) Provide employees with current directories on an annual basis with quarterly updates, and/or provide on-line access to current directory information.
- (10) Require that network providers hold the employees/dependents and the School Board harmless from any fees for services which are rendered that are plan eligible charges (except deductibles, co-payments and coinsurance), regardless of the reason for non-payment.
- (11) Prohibit network providers from balance billing the patient for any excess of contracted amount, except for deductibles, co-payments and coinsurance.
- (12) Provide Medical Case Management that:
 - a. Uses Florida Registered Nurses and vocational counselors to provide all the services described below. Refer more complicated cases and/or disputes with providers to physician consultants who are licensed and are board certified in their specialty.
 - b. Performs specific services that coordinate the provision of care and the management of benefits in cases of catastrophic illness or injury. Such a program should strive to ensure that patients receive the most appropriate, cost-effective care and derive maximum advantage from available plan benefits. It may require covering expenses not normally covered by the plan (e.g., air conditioners, wheelchair ramps, etc.) in exceptional Situations, to return a patient to a productive life.
 - c. Follows specific medical/disability criteria to determine which claims may need medical/disability management intervention of common medical conditions.
 - d. Coordinates with Utilization Review and claims processing for effectiveness and efficiency.
 - e. Provides quarterly medical case management reports on all claims expected to exceed \$50,000 or otherwise identified as being the type of claim which will benefit from medical case management, in addition to reports that identify current and past caseloads, prognoses and savings realized through case management.
- (13) Provide Utilization Review that:
 - a. Uses Florida licensed Registered Nurses to provide all the services described below. Refer more complicated cases and/or disputes with providers to physician consultants who are licensed and are board certified in their specialty.
 - b. Includes the following specific services:
 - 1. Pre-admission certification for medical admissions, and determination of medical necessity;
 - 2. Continued stay review by telephone of all hospitalizations. Certification of the need for additional days beyond the initial pre- certification, Medical necessity of treatment and length of stay to be strictly observed. No benefits are to be

payable if the treatment is not medically necessary;

- 3. Concurrent Review of selected hospitalizations via personal visit by a Registered Nurse (RN) where conditions indicate a need for such;
- 4. Retrospective Utilization Review (after delivery of service, but prior to payment) of all unusual claims plus all claims over \$50,000; and
- 5. Discharge planning for medical/surgical patients.
- c. Provides quarterly statistics on the effectiveness of Utilization Review.
- d. Coordinates with Medical Case Management for effectiveness and efficiency.

XVI. Proposed Fees

- (1) Your proposal must be submitted as a flat monthly fee per enrolled employee per month net of any commissions. Payment will be remitted to you at the end of each month based on actual enrollment when the monthly report is pulled.
- (2) Please provide administration fees for the following options:
 - a. Medical and Rx bundled
 - b. Medical standalone if Rx is carved out
 - c. Gallagher Benefit Services as our Consultant, is to be paid \$1.75 PEPM through the balance of the agreement.
- (3) Please ensure your fee proposal addresses the following:
 - a. Electronic files containing claims data are currently included at no cost to the School Board. Please confirm your proposal includes this.
 - b. In the event of contract termination, will you agree to a run-out fee structure that ensures the payment and processing of all run-out claims?
 - c. Please itemize your pricing so that all expenses, fees, services, charges (whether standard or customized) are clearly detailed. Such items should include, but are not limited to, the following:
 - d. Banking fees, ad hoc reports, enrollment materials, claim forms, identification cards, plan booklets, Hospital Pre-Admission Review, Concurrent Review, Out-Patient Surgery Review, Second Surgical Opinion, Ambulatory Procedure Review, Maternity Management, Large Case Management and Medical Bill Audit.
 - e. Please detail all non-claims fees expenses that are funded through the self-insured bank account. Examples of other fees and expenses may include network fees (imaging, lab), 3rd party recovery fees, subrogation, non- network savings negotiated, contingency fees (out-of-network savings negotiated by 3rd party) and any capitation (Mental Health/Chemical Dependency).

XVII. Performance Guarantees

- (1) Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the School Board access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:
 - a. If applicable, timely implementation of the School Board's account.
 - b. Timely delivery of finalized contracts for the selected program.
 - c. Timely delivery of identification cards, at and subsequent to initial enrollment.
 - d. For provider directories, timely updates either online or if a significant change that will affect a large portion of members, timely communication notices (s) (either verbal or via mail).
 - e. Timely delivery of monthly reporting.
 - f. Timely delivery of plan documents and HCR summaries (as applicable).
 - g. Wellness program health guarantees.
 - h. Claims turnaround time.
 - i. Accuracy of claims coding and payments.
 - j. Telephone response time, and abandonments.
 - k. Quality of service to plan participants, as measured by periodic surveys.
 - I. Quality and timeliness of claims experience reports.
 - m. Network provider participation, with penalties for drops below pre-specified levels.
 - n. Rate of provider turnovers.
 - Access to standards of care.
 - p. Collection or other threats to participants by providers not paid by the Insurer.
- (2) State the extent to which these measurements will be applied specifically to the School Board's account (account specific) versus your "book of business".
- (3) Suggestions on criteria for measuring performance and indications of how the organization is setup to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review.
- (4) Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms, and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

XVIII. Attachments (posted separately)

- (1) Summary of Benefits Coverage (3 plans)
- (2) Top Provider Report

- (3) Table of Proposed Fees
- (4) Current Plan Document for Medical

XIX. Information To Be Submitted In The Proposal

In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal. Proposals should be divided into sections and submitted with the respective **TABS** using the following numbers and titles below:

(1) TAB 1: INTRODUCTION

- a. Title Page: Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- b. Table of Contents: Include a clear identification of the material by section and by page number.
- c. Letter of Transmittal: Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers. Also include information on how you meet the minimum qualifications to bid (see section V).

(2) TAB 2: FORMS

- a. Proposal Forms: Include all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal may be rejected. The enclosed original Required Response Form will be the only acceptable form.
- b. Include proof of insurance at required levels.

(3) TAB 3: REFERENCES

Claim administrators should provide at least four (4) references for which similar coverage and services have been provided in the past three (3) years. References from the School Board's general geographic area and from similarly sized Florida school districts, counties, municipalities and/or other governments are preferred. Please note that Experience and Qualifications Evaluation Criteria will include References and will be ranked upon original submittal and original submittals are expected to include reference details.

(4) TAB 4: COMPLIANCE

Please confirm the following and if you are not able to comply, please explain.

- a. Proposer must be able to administer all of the current benefits offered by The School Board accurately and timely.
- b. The Proposer must handle all appeals and accept full fiduciary responsibility.

- c. Proposer must provide benefit summaries and plan documents in both English and Spanish in a timely manner.
- d. ID Cards are required to be mailed to the employees and retirees home addresses within 15 days of any effective date.
- e. ASO Proposer shall not charge against the plan experience any claim payment not authorized under the health plan document (except those specifically authorized in writing by The School Board). The ASO Proposer shall be responsible for all collections and/or plan reimbursement expenses not authorized or improperly paid.
- f. We have included a copy of the benefit summaries in this RFP. Please review these documents and explain in detail what areas of the plan that can and cannot be administered by your firm. Detail all deviations to administer The School Board's Benefit Plans as written. Assume current benefit designs when pricing.
- g. The School Board requires the ability to audit all claims adjudicated upon request and asks that you fund this audit at least every other year.
- h. Are you familiar with pharmacogentic testing and do you offer this as a benefit?
- i. The School Board requires a representative(s) be present for annual open enrollment meetings, annual health fairs, annual reporting, and quarterly claims reviews.
- j. The Proposer meets all federal and/or state guidelines on claims turnaround and processing standards.
- k. The Proposer meets all electronic standards for transmission of electronic claims.
- I. The Proposer is fully compliant with all HIPAA requirements for claims ASO Proposers.
- m. The Proposer is fully compliant with all PPACA standards/requirements.
- n. The Proposer will support and/or generate ACA compliance reporting (Forms 1094 and 1095).
- o. Has the ASO Proposer had any data breaches, if not, how will one be handled in the future if it occurs? You must state that you will hold harmless the School Board and its staff for any data breach that may occur during this agreement.

(5) TAB 5: CUSTOMER SERVICE

Include all information requested in section XIV.

(6) TAB 6: REPORTING

- a. Gallagher Benefit Services is to receive a monthly claim file no later than the third week of the following month.
- b. List and describe any claim/management reports you are able to provide regularly at no additional charge and the frequency with which this information can be provided. Provide samples of each report.
- c. Do you have the ability to track and report on individual participant actions/claims?
- d. Describe your capability to produce ad hoc reports? Is there an additional charge?
- e. Does your system provide web-based reporting tools that allow the client to view and print their reports?

- f. Confirm that you will provide monthly total paid claims by the 15th of the following month.
- g. Audit Requirement: Proposers shall state to what extent they will allow the School Board to audit or, to permit designees on behalf of the School Board, to audit the proposer's files and procedures as they relate to the School Board.

(7) TAB 7: WELLNESS

- a. Detail the health promotion and wellbeing programs you offer as a standard service, including health risk appraisals, influencing lifestyle diseases (e.g., asthma, COPD, coronary artery disease, diabetes, heart failure, high blood pressure, etc.), depression screenings and tobacco cessation programs.
- b. Please disclose the annual wellness contribution that you will make to the School Board's wellness fund.
- c. Please advise your standards for approval of fund utilization?
- d. Is there a wellness app or portal for employees to access?
- e. Do you offer an EAP? If so, please detail its features.

(8) TAB 8: NETWORK ACCESS & SAVINGS

- a. What network(s) are you proposing?
- b. Please provide a Network Disruption Report based on the Top Providers Report
- c. What is your standard process and advance notification timeframe to notify the employers and participants of major network changes such as a hospital or major provider group ceasing to participate in the network?
- d. How often are contracts renegotiated? Do you anticipate renegotiating any large provider network contracts in the next 12 to 24 months?
- e. How do you process out-of-network claims? Are there any shared savings arrangements? Please provide details.
- (9) TAB 9: NETWORK DISCOUNTS
 Include all information requested in Section XII.
- (10) TAB 10: PROVIDER AND NETWORK SERVICES Include all information requested in Section XV.
- (11) TAB 11: PROPOSED FEES
 Include all information requested in Section XVI.

(12) TAB 12: BANKING

Describe in detail the banking arrangements you propose to use for the School Board. Please address the following issues:

a. Does your banking system utilize drafts cashed or drafts issued as the basis of fund withdrawal for claims payments?

- b. Do you require an imprest bank balance? If so:
 - 1. At what level?
 - 2. How is this determined?
- c. How would the School Board be notified of deposit requirements? Outline the timing and methodology for such notification?
- d. How would an overdraft situation be handled?
- e. How often is payment required? (e.g. monthly, quarterly)
- (13) TAB 13: PERFORMANCE GUARANTEES Include all information requested in Section XVII.

XX. Evaluation Criteria for Medical Claims Administration Services

(1) The Health Insurance Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed, Minimum Eligibility Requirements and Indemnification according to the following criteria:

Experience and Qualifications – 30 points max Scope of Services – 30 points max Quality of Network – 30 points max Cost of Services – 10 points max

(2) The School Board may require proposers to give interviews or oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

XXI. Award

MCSB intends to make award(s) to the Proposer(s) that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida. The agreement approved by the MCSB General Counsel will be submitted to MCSB for final approval.

Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.

RFP 2019918 – Medical Administration Services Only GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a <u>tentative</u> calendar:

В.

| CALENDAR OF EVENTS RFP 2019918 | | | | | |
|--------------------------------|-------------|---|--|--|--|
| DATE: | TIME (ET): | ACTION: | | | |
| April 4, 2019 | 8:00 AM | Release Solicitation | | | |
| April 4, 6, 2019 | Publication | Notice of Solicitation /Bid Opening | | | |
| April 16, 2019 | 5:00 PM | Last day for submission of written questions to MCSD | | | |
| April 23, 2019 | 5:00 PM | Last day for MCSD to post answers to questions | | | |
| May 6, 2019 | 2:00 PM | Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040) | | | |
| May 7-29, 2019 | 5:00 PM | Evaluation by Consultant | | | |
| May 30, 2019 | 1:00 PM | Ranking and Selection (During Health Insurance Committee Meeting, Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040) | | | |
| May 31, 2019 | 5:00 PM | Recommendation to Award | | | |
| June 25, 2019 3:00 PM | | Board Meeting (Open to Public – Key West City Hall, 1300 White Street, Key West, FL 33040) | | | |

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and <u>RFP 2019918 - Medical Administration Services Only</u>. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original, seven (7) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than May 6, 2019 at 2:00 PM to:

Monroe County School District
Administration Building - Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040

D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor <u>or</u> conduct interviews <u>or</u> request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

- 1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.
 - Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- 2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

E. CONDITIONS AND LIMITATIONS

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

F. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) *Bidder's Liability:* Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE. The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a sealed proposal. Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded. Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.
- c) *Receipt of Proposals:* The Internal Services Department / Purchasing Division is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

LATE PROPOSALS WILL BE RETURNED!

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:
 - i) Completed and signed Invitation Package
 - ii) Completed *Proposal* form(s)
 - iii) Certificate of Insurance
- e) *Forms*: All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package *must* be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) *Freight Terms:* All items are to be proposed **FOB** destination with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.
- h) *Item Specifications*: Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
- i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.
- ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.
- iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.
- i) *Insurance Certificate:* When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.
- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.
- k) *Proposal Organization*: Respondents are expected to organize their proposals in such a manner as to facilitate the

evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

- 2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information The following information is available from this location, 24 hours per day, 7 days per week:
- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- · A listing of solicitations scheduled for award
- · Historical solicitation award information
- A copy of all required documentation
- 3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.
- **4. AMENDMENT & CANCELLATION:** The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the district to do so.
- 5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly

prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

- **6. QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.
- 7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to a Request for Proposal, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.
- **8. NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY **RESPONDENT:** The district reserves the right to retain all proposals of respondents' and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued

invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

- **10. SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.
- 11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.
- 12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST: Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a 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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".
- **13. PROPOSAL PREPARATION COSTS:** The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.
- **14. VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or

specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

- 15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents only by written addenda posted on www.demandstar.com. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "Addendum Acknowledgement Form" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.
- 16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.
- 17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.
- **18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.
- 19. MANUFACTURER'S CERTIFICATION: The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) "By Item": Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.
- b) "All or None by Group, Section or Category": The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.
- c) "All or None" The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a "Notice to Reject All Bids".
- d) "Primary & Secondary Suppliers or Contractors". The solicitation is awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the Primary supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and a Secondary suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.
- e) "Rotating Short List of Contractors". An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- **f) "Qualified Supplier Sourcing"** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.
- 22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.
- **23. TAXES:** Purchases are exempt from **ALL** Federal excise and State sales tax.
- **24. FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.
- 25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.
- **26. PROMPT PAYMENT DISCOUNTS:** Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.
- **27. TIE PROPOSALS:** In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors
- **28. ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or

omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- · Size of firm
- District's past experience with firm
- Financial status of firm
- · Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- · Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the Internal Services Department / Purchasing

Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a Notice of Intent to Award will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file

or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

- **33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.
- **34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.
- **35. POINT OF CONTACT:** The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
- **36. ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.
- **37. LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.
- **38. CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be *new*, the **latest model manufactured**, **first quality**, **carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on *"used, remanufactured* or *reconditioned* equipment" or *"blems* or *seconds"* will not be considered unless specifically requested in the solicitation documents.
- **39. INSPECTION:** The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

- **40. PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.
- **41. STANDARDS OF CONDUCT:** Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com.
- 42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor *must* provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.
- RECEIPT OF **MERCHANDISE & DELIVERY NOTIFICATION:** The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM. Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the Special Conditions or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being

shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

- **44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.
- **45. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:
- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.
- 46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.
- **47. RENEWAL OF SOLICITATIONS:** This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been

satisfactorily performed, that the services are needed and upon availability of funds.

- ADMINISTRATIVE **REGULATION** 48. ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005. Contractor agrees that all of its employees and subcontractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the abovereferenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.
- **49. CIVIL RIGHTS COMPLIANCE**: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.
- **50. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.
- **51. VENDOR CONDUCT DURING SOLICITATION:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com.

| Date: | | 's Signature | |
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STATEMENT OF NO BID

NOTE: If you do <u>not</u> intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida We, the undersigned have declined to submit a proposal due to the following reason(s): Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below) Unable to meet time period for responding to proposal. П We do not offer this product or service. Our schedule would not permit us to perform. Unable to meet specifications. Unable to meet Bond/Insurance requirement(s). Specifications unclear (explain below). П Unable to Meet Insurance Requirements. Please Remove Us from Your "Bidder's List". Other (specify below). REMARKS: We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County. Company Name: Proposal Number: _____ Date: _____ Signature: _____

Telephone:

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.

| Pets are not allowed on campus. | |
|---|------|
| Signature | Date |
| Printed Name | |

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

| ated this | day of | , 20 |
|-------------|----------------------|------|
| У | | |
| Authorized | Signature/Contractor | |
| | | |
| Typed Nam | ne/Title | |
| | | |
| Contractor | 's Firm Name | |
| | | |
| Street Add | ress | |
| | | |
| City/State/ | Zip Code | |
| | | |
| Area Code | Telephone Number | |

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, 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, an proposal 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 proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation 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 proposal 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 proposal, the employees 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

NON-COLLUSION AFFIDAVIT

| l, | of the City of |
|---|--|
| according to law on my oath, an | d under penalty of perjury, depose and say that; |
| 1) I am the project described as follows: | , the bidder making the proposal fo |
| | have been arrived at independently without collusion, consultation or the purpose of restricting competition, as to any matter relating to er with any competitor; |
| been knowingly disclosed by th | by law, the prices which have been quoted in this proposal have not ne bidder and will not knowingly be disclosed by the bidder prior to directly, to any other bidder to any competitor; and |
| or corporation to submit, or not | or will be made by the bidder to induce any other person, partnership to submit, an proposal for the purpose of restricting competition; at this affidavit are true and correct, and made with full knowledge that |
| - | relies upon the truth of the statements contained in this affidavit in |
| | Signature of Authorized Representative |
| OF, | Date |
| TY OF | |
| being personally known, o | e undersigned authority,, or having produced, orn by me, affixed his/her signature in the space provided above on |
| | |
| NOTARY PUBLIC | My Commission Expires: |

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

MONROE COUNTY SCHOOL DISTRICT BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

| | l, | | | the | City/Township | o/Parrish of |
|--------------------------------------|---|--|--|---------------------------------|--|---|
| | | , State of | , and acc | ording | to law on my o | ath, and under |
| penalt | y of perjury, depose and s | ay that; | | | | |
| 1) Name | | resentative of the company | | | | oed as follows: |
| | of services presently beir | ng offered to School District | | | | |
| | | not at any time prior to this trict of Monroe County, Flor | | ess relat | tionship with an | y employee or |
| | | list details of the relationsh e of work that was perform | | | | |
| | I have (OR) I DO er of the School District of | NOT have a personal rela Monroe County, Florida. | tionship (this includes fan | nily) wit | th an employee | of OR a board |
| | | e list details of the relation ties to that person (spouse, | | | | |
| Monro subjec inform lead to | e County, Florida, relies of project. I hereby agree nation contained herein. I | is affidavit are true and co upon the truth of the state to keep the School Distric further understand and aggoing contracts, and may as is. | ments contained in this a ct of Monroe County, Flo ree that discovery of any | ffidavit rida, in undiscl | in awarding co formed of any osed relationsh | ntracts for the change to the ip can and will |
| Date | | | (Signature of A | - \uthori: | zed Representat | ive) |
| STATE | OF | | | | | |
| COUN | | | | | | |
| and a | eing personally known, fter first being sworn by | ME, the undersigned authors or having produced me, affixed his/her signal | | | as i | dentification, |
| | 20 | · | | | | |
| NOTAF | RY PUBLIC | | My commission | expire | s: | |

DRUG FREE WORKPLACE FORM

| | (Name of Business) |
|---------|---|
| 1. | Publish a statement notifying employees that the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. |
| 2. | Inform employees about the dangers of drug abuse in the workplace, the business's policy o maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees fo 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 section (1). |
| 4. | In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) 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, or 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. |
| App | licant's Signature Date |

SB 988 - HIGH-RISK OFFENDERS

by Argenziano (HB 7103 by Safety & Security Council)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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|---|---|---|--|---|---|------------------------------|--------------------------|---|---------------|---------|
| | 1 Name (as show | n on your income | tax return). Name is | required on this line; do | not leave this line blank | ζ. | | | | |
| | 2 Business name/ | disregarded entit | y name, if different f | rom above | | | | | | |
| on page 3. | following seven | boxes. le proprietor or | al tax classification o | f the person whose nam | e is entered on line 1. C | theck only one of the | certain er instructio | ntions (code ntitles, not in ns on page | ndividuals | |
| type. | single-memb | | er the tax classification | on (C=C corporation, S= | S corporation, P=Partn | ership) ▶ | Exempt p | ayee code (| fany) | |
| Print or type. See Specific Instructions on page | LLC If the LL another LLC | C is classified as that is not disreg | a single-member LL arded from the own | for the tax classification C that is disregarded from or for U.S. federal tax purpopriate box for the tax | m the owner unless the rposes. Otherwise, a si | owner of the LLC I | 8 and 01 a | n from FAT | CA report | ting |
| <u> </u> | Other (see in | | | | | | (Applies to as | counts maintain | ed outside th | e U.S.) |
| ee Sp | 5 Address (number, street, and apt. or sulte no.) See Instructions. Requester's name | | | | | ne and addres | s (optional) | | | |
| U) | 6 City, state, and | ZIP code | | | | 1 | | | | |
| | 7 List account nur | nber(s) here (opti | onal) | | | | | | | |
| Par | t Taxpa | yer Identific | cation Numbe | r (TIN) | | | | | | |
| | | | | must match the nam | | | security num | ber | | |
| reside | ent alien, sole prop | orietor, or disre | garded entity, see | r social security num the instructions for F f you do not have a n | art I, later. For other | | - | - | | |
| TIN, la | ater. | - | | | - | or | 70 04 | 70 07 | | _ |
| | | | | nstructions for line 1. | Also see What Name | e and Employ | er identificat | ton numbe | r . | |
| Numb | er To Give the Re | <i>quester</i> for gui | delines on whose | number to enter. | | | - | | | |
| Dar | Cortifi | cation | | | | | | | | • |

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Signature of Here U.S. person ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an An individual or entity (orm w-s requester) win is required to fine an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

Form W-9 (Rev. 10-2018) Cat. No. 10231X

Monroe County School District Vendor Information Sheet

| Vendor Name: | | |
|------------------|-----|--|
| Federal EIN/SSN: | | |
| Primary Address: | | |
| | | |
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| | | |
| Payment Address: | | |
| • | | |
| | | |
| | | |
| Contact Name: | | |
| Phone: | ext | |
| Fave | | |
| E-Mail: | | |