



REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

January 14, 2011

RGVI CONTACT: TELEPHONE AND E-MAIL ADDRESS:

Deborah Hunt
dhunt@rgvi.com

RFP TITLE:

Flexible Spending Account (FSA) Management and Administration Services

RFP NUMBER:

293-2011

RFP OPENING DATE & TIME:

March 4, 2011 @ 2:00 P.M. EST

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

Rogers, Gunter, Vaughn Insurance (RGVI) on behalf of the School District of Leon County, Florida, (the District) solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the RGVI Office at 1117 Thomasville Road, Tallahassee, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". RGVI or The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ (EXT: _____) FACSIMILE NUMBER: _____

EMAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME: _____

TITLE: _____ DATE: _____

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00a.m. to 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Sealed Bid – DO NOT OPEN – Sealed Bid – DO NOT OPEN

RFP Title: FSA Management and Administration Services

RFP No. 293-2011

Proposals Due: March 4, 2011 @ 2:00 P.M. EST

From: _____

Address: _____

Deliver To: Mr. Bart Gunter

Rogers, Gunter, Vaughn Insurance, Inc.

1117 Thomasville Road

Tallahassee, Florida 32303

Sealed Bid – DO NOT OPEN – Sealed Bid – DO NOT OPEN

I. INTRODUCTION & GENERAL INFORMATION

Rogers, Gunter Vaughn Insurance on behalf of the Leon County School District (the District) is soliciting proposals for the purpose of identifying qualified vendors to provide Flexible Spending Account (FSA) management and administration services.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful bidder.

- A. **GENERAL:** In the event of contract award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **AWARD:** In the event of contract award, this contract shall be awarded to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. **Low cost proposal is but one of the evaluation parameters and does not guarantee contract award.**

It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting on May 10, 2011.

- C. **TERM:** The initial term of this contract will be after the date of School Board approval, on or about **July 1, 2011 through September 30, 2014**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. **All prices/fees shall be firm for the initial term of the contract.** The successful vendor agrees to this condition by signing its bid.
- D. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- E. **EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- F. **BIDDER'S RESPONSIBILITY:** Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities, which are a part of this proposal.

- G. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Leon County, Florida, which is submitting a proposal, shall meet the County's Occupational License Tax requirements. Vendors with a location outside Leon County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Proposal. It is the vendor's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the proposal not to be considered for award.
- H. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- I. **LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached "Local Small Business Program" information document if you would like to request certification as a LSBE.
- J. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- K. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- L. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- M. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- N. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- O. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- P. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely

and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.

- Q. RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- R. LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and all rules and regulations promulgated thereunder. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.**
- S. PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- T. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- U. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- V. TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

- W. CONVENIENCE:** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- X. DRUG-FREE WORKPLACE:** Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- Y. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- Z. AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
 2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
 5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (l) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- AA. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon " (including a starter gun or antique firearm) which will, is designed

to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

BB. BACKGROUND AND SCREENING REQUIREMENTS: In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policy 2.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Leon County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1.12.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. **The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools. The cost to obtain a mandatory identification card is \$10.00 and will be collected separately.**

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes

and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

CC. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

DD. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

EE. DISPUTE RESOLUTION CLAUSE: In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name _____

Telephone Number _____

Our District Representative will be: Mr. Jeff Wahlen
Ausley & McMullen
(850) 224-9115

FF. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after official posting or receipt of this RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays, days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

GG. NOTICE OF INTENT TO AWARD: Once proposals are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> . For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the LCSB Purchasing Department Office, located at 3397 West Tharpe St., Tallahassee, Florida, on/or about **May 2, 2011** and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850)488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award. Bidders are requested to check this site for any change in the date established herein for posting of Notice of Intent to Award. Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.

HH. PROTESTS TO CONTRACT AWARD: The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website noted above. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6.09. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

Formal, written protests will be reviewed by the Purchasing Director, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat.

JJ. CONTACT: Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.

KK. PROPOSAL PREPARATION COSTS: Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Request for Proposal and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. INTERPRETATION OF PROPOSAL DOCUMENTS:** No interpretation of the meaning of the RFP, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail to Bart Gunter dhunt@RGVI.com no later than **February 11, 2011**. Responses will be posted at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>, by **February 18, 2011**. All such interpretations and any supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given through a written Addenda issued by the Purchasing Department shall be binding. No other source is authorized to give information concerning, or to explain or interpret the RFP. It shall be the Bidder's responsibility to confirm with the Purchasing Department, that they have received all Addenda issued, to obtain all such Addenda, and to return executed Addenda with their bid response.
- C. FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- D. RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- E. CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- F. OTHER CONTRACTS:** The District reserves the right to use other existing bids, contracts, or approved sources (i.e. State of Florida contracts) when determined to be in their best interest. The District also reserves the right to bid separately any item(s) and /or service(s) covered under this agreement if deemed to be in the best interest of the District at any time during the term of this agreement.
- G. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- H. INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.
- I. INSURANCE:**
1. The successful bidder agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
 2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000. and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000. according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.
 3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.
- J. TERMINATION:** Except as it relates to any warranty provision established by this agreement, and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at

any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

- K. **COMPLIANCE WITH LAWS:** Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under the bid.

- L. **GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

- M. **COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

- N. **CHARTER SCHOOLS:** Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. LCSB is not responsible or liable for purchases that may be made by Charter Schools.

- O. **PUBLIC RECORDS LAW:** Pursuant to Florida Statute, it is the practice of the Board to make available for public inspection and copying any information received in response to an Invitation to Bid (ITB) or Request for Proposals (RFP). No action on the part of the respondent to an ITB or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

- P. **NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Kathleen L. Rodgers, Equity and Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850)487-7306; rodgersk@leonschools.net

IV. SCOPE OF SERVICE AND INSTRUCTIONS TO BIDDERS

Rogers, Gunter, Vaughn Insurance is soliciting RFP's on behalf of Leon County Schools to administer the Leon County Schools Flexible Spending Account (FSA). All information you provide for this request will be kept strictly confidential. Since you are receiving this request, you are hereby invited by Rogers, Gunter, Vaughn Insurance to provide additional information to assist in the vendor selection.

Please understand that it is the intent of Rogers, Gunter, Vaughn Insurance to secure an FSA vendor that offers a Flex/Debit Card in order to ease the reimbursement process for employees who enroll in an FSA account. The information you provide in this RFP will be used in the selection process only. Rogers, Gunter, Vaughn Insurance makes no representations as to the volume of business you would receive. Rogers, Gunter, Vaughn Insurance reserves the right to reject any and all proposals made in this RFP.

SCHEDULE OF EVENTS

Event	Date Due
1. RFP Distribution to Potential Vendors	January 14, 2011
2. Questions from Vendors about scope or approach due. Please email or present in writing to Deborah K. Hunt - Rogers, Gunter, Vaughn Ins. P.O. Box 12099 Tallahassee, Fl. 32317 dhunt@rqvi.com 850-205-0241	February 11, 2011
3. Responses to Vendors about scope or approach due	February 18, 2011
4. Proposal Due Date	March 4, 2011
5. Evaluation of Proposals by RGVI to be completed:	March 31, 2011
6. LCSB Benefits Committee meets to discuss and review:	April 1-29, 2011
7. Notice of Vendor Selection and Intent to Award	May 2, 2011
8. School Board consideration Date	May 10, 2011
9. Anticipated commencement date of work	July 1, 2010
10. LCSB Open Enrollment Dates	August 1 – 26, 2011
11. Effective date of FSA card benefit	September 1, 2011

- A. INTRODUCTION AND SCOPE OF SERVICES TO BE PROVIDED:** The Leon District's FSA plan is currently self administered by the Board. The District has approximately 5,000 full time employees of which approximately 1,100 currently participate in the benefits program.
1. Vendor will work with Rogers, Gunter & Vaughn Insurance to develop policies and procedures relative to the operation of the School System Flexible Spending Account (FSA). Vendor will consult with Rogers, Gunter & Vaughn Insurance and the School System to publicize the FSA to employees (e.g. Principals and to all employees and their immediate families). Vendor will assist with employee education efforts.
 2. Vendor will provide specific counseling assistance to the Leon County School System employees and members of their immediate families who are eligible for participation. Vendor and the School System will adopt safeguards to insure that the Flex Plan is conducted in a manner that will preserve the privacy of School System employees and their families. Communications between Vendor and School System employees shall remain confidential, except as specifically waived in writing by the individual employee.
 3. Vendor will counsel and encourage School System employees to participate.
 4. Vendor will remain cognizant of the School System's benefits program in order to advise employees as to the possible coverage of services by such organizations or professionals.
 5. Vendor will periodically prepare reports on the Flex Plan for the School System and Rogers, Gunter & Vaughn Insurance. Confidentiality will always be maintained.
 6. Vendor will supply the employer with all brochures and literature regarding the Flex Plan program as part of the cost of administering the program.

Please provide the following information for this Request for Proposal:

B. COMMUNICATION

1. Briefly describe the printed materials you offer employees regarding Health Care Reimbursement Accounts and Dependent Care Reimbursement Accounts (flyers, brochures, etc.) and the purpose of each one. Please provide samples.
2. Do you have separate communications for the Flex Card? What additional information does this cover (how claims are substantiated, when to use/when not to use the Flex Card, what to do when they can't use the Flex Card, etc.)? Please provide copies of all of your printed materials.
3. How will the Flex Card be distributed to Participants?
4. Will someone from your office be available during Open Enrollment for on-site meetings in the School System (if required)? Is there a charge for providing representatives at our meetings, and if so, what is it?
5. Will Webinars be available for Participants? Is there an extra cost for this service?

C. CARD AND CARD FUNCTIONALITY

1. Will Flex Cards be given to all employees or do employees elect if they want a Flex Card? If so, can they also decide if they want it to work for both the Health Care Reimbursement Account and the Dependent Care Reimbursement Account? If an employee only has one FSA, is the card 'smart enough' that it cannot be used for other account transactions (med FSA only – card cannot be used for a dependent care expense)?
2. If Flex Cards are given to everyone, what communications are given to employees? (See question 2 under Communications)
3. Does your Flex Card system have the ability to substantiate claims from multiple carriers/plans? Can you load Medical, Dental, and Vision co-pays so the card will substantiate those claims?
4. Please describe the process for collecting money from employees/participants when they fail to submit receipts. What parts of the process do you manage, and what is the employer responsible for?
5. Please describe the process of turning off the card if a Participant fails to submit receipts when asked. What is the timing of this and how do you communicate with the employee/participant that this is happening?
6. Explain the grace or "run out" period after the end of the Plan Year and how the Flex Card works when a member has a prior year balance that can be used 75 days into the next plan year.
7. How are manual claims filed and processed?
8. Must provide a minimum of two (2) debit cards to each account holder for reimbursement, at no additional cost to employee.
9. Describe your processes for the following:
 - a. Process to replace reimbursement checks or direct deposits into closed accounts.
 - b. Handling of checks that have voided.
 - c. Explain the time period for un-deposited or outstanding checks. What is your process for returning funds that have not cleared the bank within the established stale dated check timeframe?
 - d. Provide the process for month-end processing and reconciliation of all reimbursements issued and voided.
 - e. Describe how forfeitures are handled and the timeline for handling them.
 - f. Describe your web-site for online services

D. REPORTING

1. Explain your reporting capability (Administrator Site with Query tool, canned reports, customized reports, etc.).
2. Please provide examples of your reports (Funding, Balance, Claims, etc.). How will the Employer know if it was a manual claim or a Flex Card claim?
3. What is the report frequency (monthly, weekly, quarterly)?
4. Is there an additional charge if custom reports are needed? If so, how much?

E. FILES

1. What format do you require for submitted files?
2. Do you require separate files for Eligibility, Premium Only, and Per Pay period deductions?
3. How often can you accept an eligibility file to ensure that Flex Cards are turned off in a timely manner? What process ensures that terminated Participants' Flex Cards are deactivated?
4. What is the 'cut off' time to receive files showing payroll deductions so any claims filed manually are processed by pay day?

F. PRICING AND BILLING

1. What is the billing frequency for the LCSD?
2. Please recap pricing on the Cards, Accounts, Premium Only, Administration, Enrollment Meetings, Set – Up, etc.
3. Describe in detail the manner for reimbursement to employees. Must have capability for direct deposit for reimbursements.

Item	Price	Fee Guarantees
Price Per participant enrolled in FSA accounts		
Price to deliver on-site information/enrollment meetings		
Price for administering the Premium Only Plan		
Legal Fees		
Set up Fees		
Other Fees (Please describe)		

G. COMPANY OVERVIEW

1. What experience has your company had with School Systems and The Flex Card?
2. How long has your company been doing business in Florida?
3. Briefly indicate the main attributes that differentiate your company from your competitors.
4. Is your company a subsidiary or affiliate of another company? If yes, please explain and provide full disclosure of any direct or indirect ownership or control by any administrative service agency.
5. Describe any pending arrangements to merge or sell your company.
6. Describe your process for administration of Dependent Care Accounts.

H. PROPOSAL EVALUATION CRITERIA: RGVI will evaluate proposals based on the needs of the School System and its employees. The following criteria will be used in evaluating each of the Vendor responses:

1. Compliance with specifications.
2. Ability to offer a comprehensive set of core services and benefits.
3. Competitive fees.
4. Access to qualified, professional counselors.
5. Online access to information.
6. Compliance with applicable State and Federal laws and regulations.
7. Ability for Vendor to show compliance with the Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standards (including, but not limited to, a properly executed business associate agreement). Ability to comply with COBRA regulations (as applicable).
8. Stability of rates and fees over time.
9. Ability to provide the School System with requested reports (including, but not limited to, utilization reports and employee surveys and results).
10. Ability to refer employees and their family members to additional qualified and specialized resources/services in a seamless and efficient manner.
11. Other criteria identified by the Rogers, Gunter & Vaughn Insurance as important in the evaluation of submitted proposals.

RGVI will submit the results of their evaluation to the District's Employee Benefits Committee who will then make a recommendation to the School Board for contract award. The committee is not obligated to award the contract based on cost alone, but rather will consider all factors and make a determination as to which proposal provides the solution that is in the best interest of the District.

V. QUESTIONNAIRE AND RESPONSE

- A. PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) original and three (3) copies** of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Rogers, Gunter, Vaughn Insurance, Attn: Bart Gunter, 1117 Thomasville Road, Tallahassee, FL 32303.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Each page of the proposal should state the name of the bidder, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, June Kail, Director of Purchasing with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

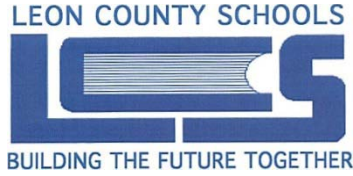
- B. PROPOSAL ORGANIZATION:** Your proposal is to be organized and submitted in the exact format as listed below:

1. Bidder Acknowledgement form (Page 1 of these specifications).
2. Bid Identification Label affixed to your submittal (Page 2 of these specifications)
3. Occupational/Business Licenses
4. Dispute Resolution Contact (See page 9, item FF)
5. **Response to all questions, Section IV, items B through G (See pages 14-17)**
6. Bidder Reference Form (See page 20)
7. Vendor Questionnaire (See page 21)
8. Drug Free Workplace Verification Form (See page 22).
9. Public Entity Crimes Statement (See pages 23-24)
10. Local Small Business consideration (See page 25)
11. Sworn Affidavit – Jessica Lunsford Act (See pages 28-29)
12. Application for Vendor Status (See page 30)

- C. DOCUMENTATION:** Bidder **must include in their proposal** all documentation that will be used during the course of this agreement. **Bidder in all cases shall be in a position to assure a timely completion of service to the District.** Bidder will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.

- D. IMPLEMENTATION SCHEDULE:** The estimated schedule for selecting and awarding this contract is as follows:

Mailing/Posting of Request for Proposals	January 14, 2011
Submission of Questions by Proposers	February 11, 2011
Distribution of Responses to Questions	February 18, 2011
Opening of Proposals	March 4, 2011
(Proposals due no later than 2:00 P.M. EST)	
Evaluation of Proposals	March 4 – April 29, 2011
Recommendation to School Board for Award	May 2, 2011
School Board Consideration Date	May 10, 2011
Contract Inception Date after Board Approval	July 1, 2011
LCSB Open Enrollment Dates	August 1 – 26, 2011
Effective date of FSA card benefit-Employee deductions made in September	September 1, 2011



STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your RFP No. 293-2011 - Flexible Spending Account (FSA) Management and Administration Services.

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the request for proposal.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

BIDDER REFERENCE FORM

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:



Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:



Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:

VENDOR QUESTIONNAIRE

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

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

DRUG FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 _____

**SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to The School Board of Leon County, Florida

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133.(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. The statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

for

STATE OF FLORIDA
COUNTY OF LEON

Sworn to or affirmed and signed before me on this _____ day of _____.

NOTARY PUBLIC – STATE OF FLORIDA

Print, type, or stamp commissioned name of notary.

____ Personally known
____ Produced identification
Type of identification
produced _____

LOCAL SMALL BUSINESS PROGRAM

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE: Yes or No

Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:

1. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
2. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
3. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
5. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature _____

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of RFP No. 293-2011 Flexible Spending Account (FSA) Management and Administration Services.

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or 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 this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Leon County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers’ Compensation Insurance for all employees of the Vendor as required by Florida Statutes to include Employee Liability of not less than \$500,000.00 each occurrence.
“The School Board of Leon County, Florida” must be listed as additional insured on all liability coverages except Workers’ Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor written on industry standard forms such as ISO and NCCI and shall not contain any exclusions or limitations which would prevent the vendor from meeting it’s commitments under this agreement.

All insurance policies shall be issued by companies with either of the following qualifications:

- a. The company must be:
 - 1. authorized by subsisting certificates of authority by the Florida Department of Financial Services, or
 - 2. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best’s Rating of “A” or better and a Financial Size Category of “IV” or better according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company.

Or

- b. with respect only to the Workers' Compensation insurance, the company must be:
 - 1. authorized as a group self-insurer pursuant to Florida Statutes or
 - 2. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**The School Board of Leon County, Florida
Risk Management Department
2757 West Pensacola Street
Tallahassee, Florida 32304**

The name and address of The School Board of Leon County, Florida, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Maxwell at (850) 487-7113.



SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of Leon County, Florida (Hereinafter "Board" or "School Board")
by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn statement
(Print individual's name and title)
on behalf of _____
(Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ (eg. a charter bus company)
(Type of entity)
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____
(Type of Identification)

Notary Public – State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SUPERINTENDENT
Jackie Pons

BOARD CHAIRMAN
Maggie Lewis-Butler

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998
FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR
Dee Crumpler

BOARD MEMBERS
Georgia "Joy" Bowen
Dee Dee Rasmussen
Forrest Van Camp

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

COMPANY NAME: (30 characters) _____

CONTACT PERSON: (20 characters) _____

PHONE NUMBER: ___/___-___-___ FAX: ___/___-___-___

CORRESPONDENCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ STATE: (2 characters) __

ZIP + 4: (9 characters) _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

REMITTANCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ STATE: (2 characters) __

ZIP + 4 (9 characters) _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor Corporation Partnership
 Other _____

PLEASE INDICATE THE FOLLOWING:

*Minority Vendor? Yes No Male: ___ Female: ___

Type: White: ___ Hispanic: ___ African American: ___ Asian: ___
American Indian: ___ Other: _____

**If yes, certification
required – (Please
submit with form)*

TAX IDENTIFICATION NUMBER: _____

Federal Employer Identification Number OR
Social Security Number

Internal Revenue Service regulations required that vendors must furnish their nine digits Taxpayer Identification Number (TIN). Purchase orders will not be issued to vendors who fail to provide a TIN.

CHECK THE FOLLOWING AS APPROPRIATE:

Business is incorporated or Federal, State or Local Governmental Entity Yes No

Supplier, Provider, Physician of medical or health care services Yes No
(incl. medical, health, accident and sickness insurers)

By: _____
SIGNATURE PRINTED NAME* DATE

* If TIN used is Social Security Number, Printed Name must be shown on Social Security Card.

LEON COUNTY SCHOOL BOARD USE ONLY

Assigned Vendor Number Approved By Entered By

BID SUBMITTAL REQUIREMENTS/ CHECKLIST: To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Bid, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked “Required” must be submitted with your response or your Bid will be declared non-responsive.

Verified	Required	Description of Submittal	Included
	<input checked="" type="checkbox"/>	ITB – Bidder Acknowledgement Form – page 1	
		Bidder Identification Label (affixed to submittal) – page 2	
	<input checked="" type="checkbox"/>	Occupational Licenses – page 4, item G	
	<input checked="" type="checkbox"/>	Dispute Resolution Contact – page 9, item FF	
	<input checked="" type="checkbox"/>	Response to all questions, Section IV, items B through G –pages 19-16. Information on any current multi-year contracts of a similar nature and any unsolicited support the Bidder wishes to include.	
	<input checked="" type="checkbox"/>	Bidder Reference Form – page 20	
	<input checked="" type="checkbox"/>	Vendor Questionnaire – page 21	
	<input checked="" type="checkbox"/>	Drug Free Workplace Certification – page 22	
	<input checked="" type="checkbox"/>	Public Entity Crimes Statement – pages 23-24	
	<input checked="" type="checkbox"/>	Local Small Business Certification – page 25	
	<input checked="" type="checkbox"/>	Sworn Affidavits – Jessica Lunsford Act - pages 28-29	
	<input checked="" type="checkbox"/>	Application for Vendor Status – page 30	
		Bid Submittal Requirements Checklist	