



REQUEST FOR PROPOSAL (RFP)
Leon County School Board
Purchasing Department

Release Date: **August 13, 2019**
 RFP No.: **459-2020**
 RFP Title: **Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims**
 Contact: June Kail: kailj@leonschools.net
 Phone: 850-488-1206

The Leon County Board ("School Board") 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. This proposal must be submitted to The Leon County School Board, Purchasing Department, 3397 W. Tharpe St, Tallahassee, Florida 32303, no later than **2:00 p.m.** local time on **September 10, 2019** and plainly marked **RFP No. 459-2020**. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the proposal. **Failure to provide all requested documents may result in your proposal being declared non-responsive.**

- ___ Bidder Acknowledgement Form
- ___ Dispute Contact – pg. 6, item 23
- ___ Proposal Response – Section 5, page 23
- ___ Conflict Of Interest Certificate (Exhibit A)
- ___ Vendor Application (Exhibit B)
- ___ Request for Taxpayer ID Number & Certification (Exhibit C)
- ___ Customer Reference (Exhibit D)
- ___ Vendor Questionnaire (Exhibit E)
- ___ Drug Free Workplace Certification (Exhibit F)
- ___ Certification Regarding Debarment (Exhibit G)
- ___ Sworn Statement / Jessica Lunsford Act (Exhibit H)
- ___ Affidavit For Claiming Local Purchasing Preference (Exhibit I)

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.

Authorized Representative's Name/Title	Authorized Representative's Signature	Date	
Company's Name	Telephone Number	FAX Number	
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Number	
Federal Employer's Identification Number (FEIN)	Email		
Signature of Authorized Officer/Agent: <i>(Proposal must be signed by an officer or employee having authority to legally bind the bidder)</i>		Typed or Printed Name	

I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this proposal I certify that I am authorized to sign this proposal for this vendor and further certify unconditional acceptance of the contents of this RFP, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW

- | | | |
|--|--|--|
| <input type="checkbox"/> Remove our name from this bid list only | <input type="checkbox"/> Insufficient time to respond to the RFP | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our product schedule would not permit us to perform | <input type="checkbox"/> We do not offer the product or service requested. | <input type="checkbox"/> Could not meet specifications |
| <input type="checkbox"/> Keep our company on bid list for future bids | <input type="checkbox"/> Other _____ | |

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BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your RFP. Place the proposal 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 School Board Purchasing office is open from 8:00 a.m. - 5:00 p.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:	Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims		
RFP No.:	459-2020		
RFP Due:	September 10, 2019		
From:	_____		
Address:	_____ _____		
Deliver To:	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303		
Sealed Bid – DO NOT OPEN		Sealed Bid – DO NOT OPEN	

I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION: The Leon County School Board (the School Board) is soliciting proposals to establish a contract, with a Third-Party Administrator (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims.

2. SCHOOL BOARD CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: kailj@leonschools.net no later than **August 27, 2019**. Responses will be distributed no later than **August 29, 2019**.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this RFP 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.

3. DEFINITIONS: 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 "School Board" refers to the School Board of Leon County, Florida.

4. BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. RFP package and addenda as well as general information can be found at www.leonschools.net/Page/4411.

Before submitting their proposal, each bidder is required to carefully examine the RFP 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 bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this RFP.

5. AWARD: In the event of contract award, this contract shall be awarded to the responsible and responsive bidder whose proposal 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.** The awarded contractor understands and agrees that the contract shall not be construed as an exclusive agreement and further agrees that the District may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor's services.

Once proposals are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at www.leonschools.net/Page/4411 on or about **September 30, 2019** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **October 8, 2019** meeting.

6. ORIGINAL AND RENEWAL TERM: Unless otherwise indicated in the detailed specifications the award resulting from this RFP shall be in effect for three (3) years and will begin after School Board approval, **on or about December 1, 2019 through November 30, 2022**. The award resulting from this RFP (or any portion thereof) has the option of being renewed for two (2) additional one (1) year periods, or extended for a period up to 180 days beyond the current term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original award. The School Board, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more

awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The School Board. The Bidder agrees to these conditions by signing its proposal.

7. RESERVATION FOR REJECTION OR AWARD: The School Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low proposal or, if an alternate proposal is accepted, on such terms as are specified for the alternate proposal, whichever manner is in the best interest of the School Board.

8. CONTRACT: The submission of your proposal constitutes a firm offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this RFP. The RFP and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the RFP documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

9. FIRM OFFER: Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this RFP. Such offer shall be held open for a period of sixty (60) days from RFP opening date or until one of the proposals has been awarded by the School Board.

10. CONFIDENTIALITY: Bidders shall be aware that all proposals provided with a RFP are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

11. PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION: In accordance with State Requirements for Educational Facilities (S.R.E.F.), 2014, Chapter 4, Section 4.1, Prequalification of Contractors for Educational Facilities Construction: **ONLY** contractors who hold a current Leon County School Board - Prequalification Certificate may submit their qualifications.

On April 14, 2015, the Leon County School Board revised and adopted [Policy 6334](#), *Prequalification of Contractors for Educational Facilities & Construction*. The School Board will prequalify contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1). Certificates will be valid for one year from the date of School Board approval and must be renewed annually. Submittals for work from firms not prequalified at the time of submittal will be deemed nonresponsive and will not be considered.

Instructions for completion and submission of the Qualifications Statement may be obtained on our website at <http://www.leonschools.net/Page/4233> or request assistance from Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303, 850- 617-5900.

12. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.

13. USE OF OTHER CONTRACTS: The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

14. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this RFP agree that such response also constitutes a proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

15. RFP PREPARATION COSTS: Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

16. BID BONDS AND PERFORMANCE BONDS: Bid bonds, when required shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

17. RFP OPENING AND FORM: Proposal openings will be public on the date and time specified on the Bidder's 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 School Board is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Bidder.

18. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. 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 proposal. 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 RFP. 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 Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <http://www.leonschools.net/Domain/195>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

19. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1.) administrative costs incurred by the School Board in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School Board has sole discretion in determining testing and evaluation methods.

20. DEFAULT: In the event that the awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

21. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

A. WITH CAUSE: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. WITHOUT CAUSE: The School Board or its designee reserves the right to terminate any contract resulting from this RFP at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. FUNDING OUT: Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Leon County, Florida of all further obligations in any way related to such equipment covered herein”.

22. TIE BID: According to FS 287.087, tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a proposal received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.

23. DISPUTE: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. 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 School Board Representative will be:

*Mrs. Opal McKinney-Williams
Ausley & McMullen
(850) 224-9115*

24. 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 receipt of the 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 or days during which the School Board 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 Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes and School Board Policy 6320.02. Failure to follow any other requirements in the bid protest procedures established by the School Board of Leon County, Florida shall constitute a waiver of all protest rights.

25. PROTESTS TO CONTRACT AWARD: The School 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 at www.leonschools.net/Domain/195. 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 Board 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 Board 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 School Board Policy 6320.02. 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. **For the purpose of calculating a protest bond, this contract is valued at approximately \$100,000 annually.** This is only an estimate and actual volume could vary up or down. 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 6320.02.

26. 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 there from, 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.

27. 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 bidder certifies by signing the RFP that the bidder 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 School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

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

28. 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 School Board.

29. NONDISCRIMINATION NOTIFICATION AND CONTACT

INFORMATION: "No person shall on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information 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." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers, Assistant Superintendent
Equity Coordinator (Students) and
Title IX Compliance Officer
Leon County School District
2757 West Pensacola Street
Tallahassee, Florida 32304
(850) 487-7306
rodersk@leonschools.net

Deana McAllister, Labor and Relations
Equity Coordinator (Employees)
(850) 487-7207
mcallisterd@leonschools.net

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Karin Gerold, 504 Specialist
(850) 487-7160
geroldk@leonschools.net

30. SBDO PROGRAM: The School Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in School Board Policy 6325.

31. LOCAL PREFERENCE: This RFP is subject to the local preference provisions as specified in School Board Policy 6450.

32. FLORIDA PREFERENCE: This RFP is subject to §287.084 Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

33. CHARTER SCHOOLS: Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

II. LICENSURE, INSURANCE AND LIABILITY

1. OCCUPATIONAL LICENSE: The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

2. WORKER'S COMPENSATION: Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

3. LIABILITY: Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a RFP award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

4. INSURANCE AND INDEMNIFICATION: This General Condition is NOT subject to negotiation and any Bidder submitting a proposal that fails to accept these conditions will be rejected as "non-responsive", unless bidder is entitled to sovereign immunity by action of the Florida Legislature. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

5. 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 Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.

7. PUBLIC ENTITY CRIMES: Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a RFP 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 RFPs 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.

8. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School Board, 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 RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

9. PUBLIC RECORDS LAW: PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.

AUDITS, RECORDS, AND RECORDS RETENTION: To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- A. Keep and maintain public records required by LCSB to perform the service.
- B. Upon request from LCSB's custodian of public records, provide LCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to LCSB.
- D. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB's custodian of public records, in a format that is compatible with the information technology systems of LCSB.
- E. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT JERNIGANJ@LEONSCHOOLS.NET, (850)487-7363, 520 SOUTH APPELYARD DRIVE, TALLAHASSEE, FLORIDA 32304.

III. GOODS AND SERVICES

1. 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.

2. 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.***

3. PRICE ESCALATION: In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established prices with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the item(s) if the following conditions occur:

- A. There is a verifiable price increase of the bid item(s) to the contract supplier.
- B. The contractor submits to the School Board, in writing, notification of price increases.
- C. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products proposal, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

4. QUANTITIES: Quantities listed in the RFP are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this RFP. The School Board 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 pricing or the terms and conditions of the RFP.

5. MOST FAVORED CUSTOMER STATUS: The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggy-back contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggy-back contract.

6. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor'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.

7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered

8. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School Board 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 Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

IV. BIDDER REQUIREMENTS

1. REFERENCES: Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" see Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.

2. LEVEL 2 SCREENING REQUIREMENTS: The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract.

Finger Printing and Background Check:

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of

acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board – Safety & Security
Department
2757 W. Pensacola St.
Tallahassee, Florida 32304

When: Monday-Friday
8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

LCSB Policy 8475 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.

3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor I.D. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

4. IDENTIFICATION: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

5. CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

6. WEAPONS AND FIREARMS: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.

7. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A warning will be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

8. ATTIRE: Proper attire shall be worn at all times.

- A. Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
- B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.

- C. Proper shoes to insure the individual's safety shall be worn at all times.

9. INSPECTIONS AND TESTING: The School Board will have the right to inspect and test any of the goods or services covered by this RFP. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods 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 services conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this contract award. Upon receiving such notice, the bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board 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.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.
- B. The contractor's activities result in damage to School board property.
- C. The contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

11. SAFETY: The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent

threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor

13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

14. SUBCONTRACTING: The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
- B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of RFP prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
- D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to LCSB Policy 2.021 and the Jessica Lunsford Act.

15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- C. All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities,

footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.

- F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

16. BIDDER ACCESSIBILITY: The successful bidder shall provide a liable and responsible representative to be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

17. CONTACT PERSON: The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

V. PERFORMANCE REQUIREMENTS/SPECIFICATIONS & INSTRUCTION TO BIDDERS

PROGRAM OBJECTIVE

It is the intention of the School Board to provide both equitable and efficient service in processing every claim presented to us. The School Board controls costs by aggressively managing claims. The Risk Management staff actively participates in investigations, depositions, hearings and trials. The School Board believes that a cooperative effort between the Risk Management Department and the third party administrator is the most cost effective way to manage claims.

1) BACKGROUND

The Leon County School Board is a state qualified Self Insurer. The School Board is self-insured for both the Workers' Compensation and Third Party Liability program. Claims are currently administered by Preferred Governmental Claim Solutions, Inc.

Third Party Liability claims include general liability, automobile liability and physical damage including subrogation, public officials' liability and employment practices claims. Property damage and smaller liability claims are usually adjusted in house.

Excess loss insurance is maintained with Public Risk Insurance Agency, 220 S. Ridgewood Ave, Daytona Beach, FL 32114. The program design focuses on high deductible insurance covering property, general liability employee benefits liability, automobile liability, public official's errors and omissions liability, and workers' compensation. The School Board's self-insured retention ranges from \$5,000 to \$500,000.

2) BILLING REQUIREMENTS

- 2.1. CONTRACTOR** - The Contractor must charge for all services allowed under this contract, via a one (1) time charge per claim basis which shall be a one (1) time charge for any such claim and shall include the full consideration to handle, until three (3) months after termination of the contract (including renewals, extensions, and replacements thereof).
- 2.2. PER CLAIM RATES** - With respect to Workers' Compensation/Employer's Liability Claims, the per claim rate for services shall be the total amount which will be charged by the CONTRACTOR for providing all of the services described in **Scope (3)** with the exception of Field Case. Management services. The per claim rates quoted for Workers' Compensation/Employer's. Liability shall include all of the below listed services and no additional charges will be incurred for any of the following:
 - 2.2.1.** Administration of all New Claims and Prior Claims until three months after termination of the contract (including renewals, extensions, and replacements thereof);
 - 2.2.2.** First notice of injury reporting services;
 - 2.2.3.** All medical bill review, cost containment and audit services;
 - 2.2.4.** Telephonic nurse case management services for all claims;
 - 2.2.5.** All provider network access;
 - 2.2.6.** All Prescription Benefit Management services (PBM);
 - 2.2.7.** All Electronic Data Interchange services; (EDI)
 - 2.2.8.** Access to internet-based information systems;
 - 2.2.9.** All banking-related charges;
 - 2.2.10.** All initial setup services; and
 - 2.2.11.** All data conversion services.
- 2.3. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY** - With respect to Workers' Compensation/Employer's Liability, CONTRACTOR shall not assess any charges to the the School Board for "Report Only Claims." It is the preference of the School Board to enter such reports themselves via electronic access to CONTRACTOR'S claims administrator Risk Management information System (RMIS). However, it is also required that access to telephonic reporting or fax be made available (at no additional charge) as needed.

- 2.4. **"REPORT ONLY CLAIM"** is a claim reported for which no activity by proposer other than input into the claims administrator RMIS for record keeping is anticipated.
- 2.5. **THIRD PARTY LIABILITY** - With respect to Third Party Liability, the per claim rate shall be the total amount which will be charged by CONTRACTOR for the providing of all of the services described in **Scope (4)**.
- 2.6. **CLAIM** - When a claim is initially reported to the CONTRACTOR, after reviewing the claim, the proposer may initially categorize, and bill, the claim on the basis of how the proposer anticipates the claim will ultimately develop. However, if the claim develops differently than the initial categorization, the proposer shall re-categorize the claim.
- 2.7. **CLOSED CLAIM** - If a claim is closed, but then subsequently re-opened, such claim shall be considered to be a continuation of the claim which was previously closed, and CONTRACTOR shall not be entitled to an additional per claim charge for the re-opened claim.
- 2.8. **THIRD PARTY INCIDENT REPORTS** - With respect to Third Party Liability, CONTRACTOR shall not assess any charges to the School Board for "Incident Reports." It is the preference of the School Board to enter such reports themselves via electronic access to CONTRACTOR'S claims administrator RMIS. However, it is also required that access to telephonic or fax reporting be made available by CONTRACTOR, at no additional charge, as needed.
- 2.9. **INCIDENT REPORTS** - An "Incident Report" is a reported claim for which no activity by proposer other than input into the claims administrator RMIS system for record keeping is anticipated.

3) SCOPE

- 3.1. Required services that the CONTRACTOR will perform and provide in accordance with the Contract agreement as follows:
 - 3.1.1. Administrative Services;
 - 3.1.2. Settlement Authority/Consultation;
 - 3.1.3. Litigation Management;
 - 3.1.4. Banking Procedures;
 - 3.1.5. Loss Fund Reconciliation;
 - 3.1.6. Workers' Compensation Claims Services;
 - 3.1.7. Workers' Compensation First Notice of Injury Services;
 - 3.1.8. Workers' Compensation Network Access Services;
 - 3.1.9. Workers' Compensation Medical Bill Review, Cost Containment and Audit Services;
 - 3.1.10. Workers' Compensation Pharmaceutical Benefit Management Services;
 - 3.1.11. Third Party Liability Claims Services;
 - 3.1.12. First Party Claims Services; and
 - 3.1.13. Loss Statistic Services.
- 3.2. **CLAIMS AND ORGANIZATIONS INCLUDE:**
 The contract will be with the School Board, the self-insurance program maintained by the the School Board for Workers' Compensation and Third Party Liability includes the School Board and the listed constitutional officers.
- 3.3. **STAFFING REQUIREMENTS:**
 Proposers who provide staffing at a Florida-based service office will be preferred. Proposals which include the following staffing are preferred:

- 3.3.1. One (1) designated liability adjuster
- 3.3.2. One (1) designated Workers' Compensation medical only adjuster
- 3.3.3. One (1) designated Workers' Compensation loss time and legal/litigation adjuster
- 3.3.4. One (1) designated telephonic nurse case manager
- 3.3.5. Additional adjusting staff to be assigned, in coordination with the School Board, as needed to provide the required services.
- 3.3.6. Appropriate supervision
- 3.3.7. Proposers who provide the School Board input and approval of staffing are preferred.
- 3.3.8. Proposers are preferred who provide that all adjusting staff and nurse case managers will agree to respond to any email or telephone inquiries/requests from the School Board or the Board assigned Attorney within two (2) business days from the time of receipt of such inquiry/request.
- 3.3.9. It is preferred that proposers have access to Spanish speaking adjusters for situations when injured workers are more comfortable conversing in Spanish.
- 3.3.10. All phone conversations, discussions and meetings held shall be clearly documented in the claim file.
- 3.3.11. The Third Party Administrator is responsible for providing all IRS required form 1099's to vendors relating to vendor services.

3.4. OBLIGATIONS NOT TERMINATED BY CONTRACT PERIOD:

The CONTRACTOR shall be required to provide service on all claims occurring during the contract period and until three (3) months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The CONTRACTOR'S fees shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

3.5. COMPLIANCE WITH RULES OF DIVISION OF WORKERS' COMPENSATION:

It shall be the responsibility of the CONTRACTOR to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. CONTRACTOR will be responsible for all required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.

- 3.5.1. **CONTRACTOR** agrees to reimburse the School Board for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.

3.6. ACCESS TO CLAIM FILES

The CONTRACTOR agrees that the School Board shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the School Board. Proposers should detail how this access to claim files will be provided. The proposal evaluation process may include review of the adequacy of proposed systems.

3.7. OWNERSHIP OF CLAIM FILES

- 3.7.1. The School Board shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the CONTRACTOR. Further, at the sole option of the School Board and upon ten (10) days written notice, the CONTRACTOR shall deliver such files to the School Board.

3.7.2. At the termination of the contract, at the sole expense of the CONTRACTOR, the CONTRACTOR shall provide the School Board with computer tapes or other computer media containing all of the claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

3.8. AUDIT OF FILES AND PROCEDURES

At the sole option of the School Board, the CONTRACTOR shall agree at no additional cost to the School Board to any audits conducted by or on behalf of the School Board of the CONTRACTOR'S files and procedures as they relate to the School Board. The School Board shall have the right to audit during the contract period and for five years following the termination of the agreement.

3.9. ADMINISTRATIVE SERVICES

CONTRACTOR is required to provide the following administrative services:

- 3.9.1.** In accordance with state mandated time frames, prepare (with the School Board's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
- 3.9.2.** In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
- 3.9.3.** Prepare, maintain, and file statistical or other records and reports as required by the School Board's excess insurers. Report claims to the School Board's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to the School Board. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer and/or Excess Liability Insurer requires specific notification or investigation.
- 3.9.4.** In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus and, as applicable, Medicare Secondary Payor, or other appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
- 3.9.5.** Comply fully with all rules, regulations, guidelines or procedures established by the the School Board, the State of Florida, including EDI, and Medicare Secondary Payor requirements.
- 3.9.6.** Prepare a disaster response plan, for ensuring that in the event of an emergency, e.g.; hurricane, how CONTRACTOR'S services will continue, how the School Board's employees will be paid indemnity payments in a timely manner and how they will be instructed on obtaining medical care.
- 3.9.7.** Assist the School Board with its Return to Work program, including identifying return to work opportunities.

3.10. SETTLEMENT AUTHORITY/CONSULTATION

All proposed settlements must be approved by the School Board prior to the initiation of settlement discussions with the claimant or the claimant's attorney. A written settlement advisory is required prior to the start of any settlement negotiations.

- 3.10.1.** At the discretion of the School Board regular conferences shall be held (either telephonic or in-person) between representatives of CONTRACTOR, the School Board and the Board assigned Attorney to discuss the status of pending or proposed settlements of claims.
- 3.10.2.** The settlement proposal shall be in written form, and shall provide specific information relative to the basis for the proposed settlement, which must include, but may not necessarily be limited to, the following:
- 3.10.3.** Fact scenario, including a detailed description of the accident;

- 3.10.3.1.** Investigation summary;
- 3.10.3.2.** Documented damages/injuries;
- 3.10.3.3.** Statutory requirements relative to the settlement, including any applicable case law; and
- 3.10.3.4.** Calculations on which the settlement recommendations are based.

3.11. LITIGATION MANAGEMENT

- 3.11.1.** Assignment/Selection
- 3.11.2.** Defense counsel will be a Board assigned counsel.
- 3.11.3.** The adjuster must conduct a litigation planning session with defense counsel in order to develop a strategy for the management of the claim in the most efficient and economical way. The adjuster must work closely with Board assigned counsel to attend hearings, depositions and other proceedings when requested by the Risk Management Department. During the planning session, with defense counsel, the adjuster must address the following subjects:
 - 3.11.3.1.** Case Management Goal
 - 3.11.3.2.** Should the case be settled?
 - 3.11.3.3.** Should the case be defended?
 - 3.11.3.4.** Additional Facts Needed
 - 3.11.3.5.** Investigation to be conducted by the adjuster including target dates.
 - 3.11.3.6.** Activity to be conducted by defense counsel including target dates.
- 3.11.4.** Expense Estimates:
 - 3.11.4.1.** Pleadings
 - 3.11.4.2.** Depositions
 - 3.11.4.3.** Trial Preparation
 - 3.11.4.4.** Experts
 - 3.11.4.5.** BILLING: Billings should be itemized on a per claim basis, by date, activity, hourly rate, and time. They should be forwarded to the adjuster monthly. The adjuster must review each bill for accuracy.
 - 3.11.4.6.** ACTIVITY: If the case is in litigation, any additional investigation/discovery that can be completed by the adjuster, shall be completed by the adjuster, and not by the defense attorney and/or his/her staff. Discussions with the attorney regarding additional investigation needs shall be documented within the claim file, and specific steps to be taken by the claim staff shall be noted and followed, with copies sent to the School Board. The following information shall be included:
 - 3.11.4.7.** Evaluation of compensability/liability
- 3.11.5.** An analysis of applicable case law
- 3.11.6.** Consideration of mitigating or aggravating circumstances: Once suit is filed, regular contact shall be made with defense counsel on an agreed upon schedule, with all correspondence sent to the School Board.

3.12. WORKERS' COMPENSATION PHARMACEUTICAL MANAGEMENT SERVICES:

The CONTRACTOR shall provide details regarding its recommended prescription benefit management (PBM) vendor services. Such details shall include information regarding the PBM's network access, utilization review services, provider penetration guarantees and coordination of claims data and reporting. The School Board reserves the right to direct CONTRACTOR to use another PBM vendor.

3.13. BANKING PROCEDURES

The CONTRACTOR must utilize the current and future financial institution "Designated Bank" that the School Board uses for services under this agreement. The CONTRACTOR must provide the following minimum services and agree to the following minimum conditions relating to claims payments and related banking arrangements:

- 3.13.1** The CONTRACTOR will pay School Board's claims expenses by means of checks issued on a designated claims payment account established and funded by the School Board.
- 3.13.2.** The CONTRACTOR will be responsible for the administration of the Designated Account, including, but not limited to, performance of monthly bank reconciliations and related activities.
- 3.13.3.** The School Board will pay all customary bank service fees on the Designated Account.
- 3.13.4.** The CONTRACTOR will assume liability for unauthorized or improper transactions on the Designated Account including errors, fraud, forgeries, fraudulent checks, e-checks, unauthorized debits or credits, and claims by third parties who are a holder in due course as described in the Uniform Commercial Code, and reimburse the School Board for all banking fees, charges, fines, and other losses related to such improper activity on the Designated Account.
- 3.13.5.** The CONTRACTOR will provide a draft register of Designated Account claims bank activity to the School Board on a daily, weekly, or monthly frequency as elected by the School Board for the School Board's approval to release claim payment checks.
- 3.13.6.** The CONTRACTOR will provide a "checks issued and voided file" to the Designated Bank and/or School Board for each check register prior to release of any checks for the purpose of utilizing fraud prevention tools such as "Positive Pay." The format of the file shall be developed in collaboration with the School Board and the Designated Bank.
- 3.13.7.** The CONTRACTOR will be provided limited on-line access, if available, to the Designated Account for the purpose of adding and canceling issues (handwritten re-issues and voids).
- 3.13.8.** The CONTRACTOR will take appropriate action to review and clear checks outstanding more than ninety (90) days on the Designated Account including, but not limited to, notification to the payee.
- 3.13.9.** The CONTRACTOR will provide a report of checks outstanding at December 31 each year by January 31 of the subsequent year to the School Board. The report must contain sufficient information to comply with unclaimed or abandoned property laws, Chapter 717, F.S.
- 3.13.10.** The School Board will provide a bank account specification sheet for the Designated Account to the CONTRACTOR.
- 3.13.11.** The School Board must review and approve the form of checks to be issued by the CONTRACTOR.

3.14. LOSS FUND RECONCILIATION:

- 3.14.1.** The School Board will establish a separate loss fund impress account for the payment of claims and claims adjustment expenses as provided by Florida Statute, Section 136.091. The loss fund will be periodically reimbursed by the Board on the basis of the amount of claims actually paid during a given period. The bank account will be at a bank chosen by the

Board and will be titled (CONTRACTOR'S name) as agent for the Leon County School Board. The CONTRACTOR will be required to provide data on loss fund disbursements.

3.15. WORKERS' COMPENSATION CLAIMS SERVICES:

CONTRACTOR is required to provide the following claims services:

- 3.15.1.** Establish reporting procedures which are compatible with the needs and organizational structure of the School Board.
- 3.15.2.** Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.
- 3.15.3.** Provide customer toll-free phone line for employees.
- 3.15.4.** Prepare and follow service instructions that have been approved by the School Board in the handling of the School Board's claims.
- 3.15.5.** Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the injured worker's supervisors.
- 3.15.6.** The School Board may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.
 - 3.15.6.1.** The School Board may select specific vendors and develop pricing schedules for outside professional services.
 - 3.15.6.2.** The CONTRACTOR must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.
 - 3.15.6.3.** The firm with whom the School Board contracts must agree to work collaboratively with these outside professionals.
- 3.15.7.** Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.
- 3.15.8.** Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- 3.15.9.** Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file note within forty-eight (48) hours after the hearing, deposition, mediation or other proceeding.
- 3.15.10.** At the request of the School Board, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the School Board's representative.
- 3.15.11.** While working in conjunction with the School Board assigned counsel, aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the School Board.
- 3.15.12.** Periodically as appropriate, but at least every quarter, the CONTRACTOR shall review all open cases in order to assist in the handling and potential settlement of the cases. Such reviews shall include a written plan of action and review and verification of outstanding reserves. A written summary of the review shall be provided by the CONTRACTOR to the School Board within ten working days after the end of the period for which the report is being made.

- 3.15.13. Aid in communications/coordination with the School Board’s safety staff as necessary including providing claims data needed to target safety, prevention and loss reduction initiatives.
 - 3.15.14. Conduct adequate, timely and complete 24 hour contact investigation of claims regardless of exposure (24 hours from when first notice is given to CONTRACTOR).
 - 3.15.15. Develop and follow appropriate written policies when:
 - 3.15.15.1. The injured employee requests a second opinion,
 - 3.15.15.2. Medical evaluation is questioned, or
 - 3.15.15.3. Grievance report is filed.
 - 3.15.16. Subject to the direction of the School Board, handle, as appropriate, the scheduling of independent medical examinations
 - 3.15.17. Follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.
- 3.16. WORKERS' COMPENSATION FIRST NOTICE OF INJURY SERVICES:**
- CONTRACTOR is required to provide the following First Notice of Injury services:
- 3.16.1. Provide twenty-four (24) hour telephonic and internet based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. Proposers must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the School Board.
 - 3.16.2. Receive and examine on behalf of the School Board all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the School Board, provide immediate referral to specialty medical providers for injuries.
 - 3.16.3. Coordinate data between first report of injury and claims administration system.
 - 3.16.4. The on-line claim security shall permit on-line input of accident reports by School Board staff.
- 3.17. WORKERS' COMPENSATION NETWORK ACCESS SERVICES:**
- CONTRACTOR is required to provide the following network access and development services:
- 3.17.1. Provide the School Board access to a provider network that contains appropriate providers. The School Board is interested in working with the proposer to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of the School Board’s injured employees. Key specialties include internists, orthopedics, neurology, neurosurgery, occupational medicine, pulmonology, Infectious disease, ear/nose/throat, allergists, psychiatry and psychology.
 - 3.17.2. Assist the School Board in the development of a custom panel of key providers, particularly in key specialties.
 - 3.17.3. Provide reporting regarding network access, provider costs and outcomes.
- 3.18. WORKERS' COMPENSATION MEDICAL BILL REVIEW, COST CONTAINMENT AND AUDIT SERVICES:**
- CONTRACTOR is requested to provide the following medical bill review and audit services:
- 3.18.1. For Medical Bill Review:
 - 3.18.1.1. Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
 - 3.18.1.1.1. Duplicate billings:
 - 3.18.1.1.2. Unbundling of charges

- 3.19.10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the School Board shall provide a written report to the School Board within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to the School Board within ten working days after the hearing, deposition, mediation or other proceeding.
 - 3.19.11. Pay in a timely fashion all claims and expenses pertaining to the School Board's claims.
 - 3.19.12. At the request of the School Board, provide a complete copy of all files involving litigation, potential or actual subrogation.
 - 3.19.13. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the School Board. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the School Board for Automobile Physical Damage losses.
 - 3.22.14. Periodically as appropriate, but at least every six months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the School Board within ten (10) working days after the end of the period for which the report is being made.
- 3.20. SCHOOL BOARD ADMINISTERED CLAIMS:**
- 3.20.1. The School Board will administer and adjust in-house any First Party Claims.
 - 3.20.2. The School Board will administer and adjust in-house Third Party Property Damage Claims which have a maximum settlement amount of \$1,000 or less per claim.
 - 3.20.3. CONTRACTOR shall provide School Board staff with access to its electronic claims information systems for the purposes of managing the School Board's in-house administered claim files.
- 3.21. FIRST PARTY CLAIMS SERVICES:**
- 3.21.1. CONTRACTOR is required to make available, on an as needed basis, First Party Claims services to include assistance with automobile physical damage claims and also assistance with claims involving physical damage to property other than automobiles. Such First Party Claims services shall be provided solely at the request of the School Board and paid at the proposed hourly rate.
- 3.22. LOSS STATISTICS SERVICES:**
- 3.22.1. CONTRACTOR is required to provide the School Board with the ability to access comprehensive on-line, real-time electronic claim information data, including reporting capabilities, at no additional cost to the School Board. The CONTRACTOR is also required to provide the School Board with the ability to download and print regular reports, as agreed upon by the parties, in such a format as is acceptable to the School Board.
 - 3.22.2. CONTRACTOR shall provide the School Board with real-time electronic access to all claim files, including all adjuster notes, supervisory notes, case management notes, diary items, payment records, medical bills and expense bills. Proposers should detail how this access to claim files will be provided. The proposal evaluation process may include review of the adequacy of proposed systems. The School Board shall be entitled to appoint up to thirty (30) designees to obtain full access to all School Board claim information in CONTRACTOR'S electronic claims management system for no additional charge.
 - 3.22.3. CONTRACTOR shall provide School Board employees passwords in order to give them access to CONTRACTOR'S electronic claims management system for the purposes of entering claims information. There shall be no limit to the number of passwords provided for this purpose.

3.23. PERFORMANCE GUARANTEES

- 3.23.1.** CONTRACTOR shall comply with the Performance Guarantees as detailed below. [CONTRACTORS are required to submit their maximum guaranteed percentage of compliance as part of their proposal.]
- 3.23.2.** CONTRACTOR shall submit Performance Guarantee Reports detailing compliance with all agreed upon Performance Guarantees and applicable percentages on an annual basis, and must be submitted as of the end of the School Board's fiscal year.
- 3.23.3.** The liquidated damages resulting for failure to meet the agreed upon Performance Guarantee percentages will result in a \$1,500 reimbursement to the School Board for every full percentage point and \$150 for each tenth of a percentage point below the compliance benchmark. The CONTRACTOR will make full payment to the School Board within 90 days of the submission of the Performance Guarantee Report to the School Board.
- 3.23.4.** The School Board has identified the following eight (8) specific areas for the CONTRACTOR to guarantee performance ((FOR WORKER'S COMPENSATION CLAIMS)).
 - 3.23.4.1.** Claims must be assigned to an adjuster within 24 hours of the claim being electronically reported.
 - 3.23.4.2.** Subrogation evaluation completed on every claim reported within fourteen (14) calendar days.
 - 3.34.4.3.** Contact with the claimant within twenty-four (24) hours of claim assignment on all medical and lost time claims.
 - 3.23.4.4.** Each open claim file will include detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
 - 3.23.4.5.** Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
 - 3.23.4.6.** Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic test referral, within five (5) business days of request.
 - 3.23.4.7.** CONTRACTOR must respond to and advise the School Board of the status of all provider referral requests submitted to CONTRACTOR by School Board Attorney's Office within two (2) business days of receipt of such referral request by CONTRACTOR.
 - 3.23.4.8.** Adjuster and supervisor diaries must be maintained and checked as follows:
 - 3.23.4.8.1.** Worker's compensation claims; adjusters every thirty (30) calendar days,
 - 3.23.4.8.2.** Supervisors every sixty (60) calendar days.
 - 3.23.4.9.** The School Board has identified seven (7) specific areas for the CONTRACTOR to perform (FOR LIABILITY CLAIMS).
 - 3.23.4.10.** Claim must be assigned to an adjuster within TWENTY-FOUR (24) hours of an e-mail from Risk Management.
 - 3.23.4.11.** Claimant or attorney must be contacted via telephone within three (3) working days of claim assignment.
 - 3.23.4.12.** Claimant or attorney must be contacted via letter of acknowledgement within five (5) business days.
 - 3.23.4.13.** Supplementary claims information, photographs, and other related claims materials are to be placed in the correct claim file within seven (7) working days.

- 3.23.4.14.** Reserve evaluations will be completed within five (5) working days after claim assignment and reviewed every ninety (90) days.
- 3.23.4.15.** Each claim file will include detailed plan of action. The plan of action will be written fourteen (14) days of the claim assignment and will be updated, at a minimum, every ninety (90) calendar days.
- 3.23.4.16.** Invoices and settlement payments will be processed within seven (7) days of receipt.

4) MINIMUM QUALIFICATIONS

- 4.1.** Proposer shall be properly licensed for the appropriate category of work specified in the RFP Including authorized by the State of Florida as a Qualified Servicing Entity (Administrator) for Worker's Compensation.
- 4.2.** Demonstrate experience administering a Worker's Compensation program for a least one (1) Florida public entity employer with over one-thousand (1,000) employees for three (3) prior years.
- 4.3.** Demonstrate experience administering a Third Party Liability program for at least one Florida public entity employer with over one-thousand (1,000) employees for three (3) prior years.

- 5) PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) original and five (5) copies** of their completed proposal. 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: Leon County Schools, Purchasing Department, Attn: Taneka Forbes, 3397 West Tharpe St., Tallahassee, Florida, 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.

- 5.1.** Indicate that the proposer is appropriately licensed as required by Part A, Specifications, Section 4, Minimum Qualifications, including authorized by the State of Florida as a Qualified Servicing Entity (administrator) for Worker's Compensation.
- 5.2.** Demonstration of experience administering a Worker's Compensation program since 2014 for at least one Florida public entity employer with over **1,000** employees:
 - 5.2.1.** Name of Entity
 - 5.2.2.** Services provided
 - 5.2.3.** Time Period of Services
 - 5.2.4.** Number of Employees
- 5.3.** Demonstration of experience administering a Worker's Compensation program since 2014 for at least one Florida public entity employer with employees subject to the heart/lung presumptions for firefighters, law enforcement officers or correctional officers. Please included the:
 - 5.3.1** Name of Entity
 - 5.3.2** Services provided
 - 5.3.3** Time Period of Services
 - 5.3.4** Number of employed firefighters, law enforcement officers and/or correctional officers

- 5.4.** Demonstration of experience administering a Third Party Liability program since 2014 for at least one Florida public entity employer with over **1,000** employees:
- 5.4.1** Name of Entity
 - 5.4.2** Services provided
 - 5.4.3** Time Period of Services
 - 5.4.4** Number of Employees
- 5.5.** Has proposer undergone an Auditing Standards (SAS) No. 70 Audit Report dated more recently than October 1, 2015?
- 5.5.1.** Has a copy of the complete report including exhibits been provided with this proposal?
 - 5.5.2.** Does this proposal include both Workers' Compensation Employers' Liability and Third Party Liability services as described in the Scope?
- 5.6.** Please attach other information regarding your firm's experience.
- 5.7.** Please list staff members who will be active in the transition of the program and in the management of the program. For each listed staff member, please provide description of what services they will provide for the School Board and what office they work out of. Provide the exact physical location of the proposed office, team members, case managers, etc., where work for the School Board will be performed. Responses should contain more detail than (i.e. "Tallahassee Team" or "Tallahassee Office".)
- 5.8.** TECHNICAL APPROACH
- 5.8.1.** The Proposer will or will not agree to provide all of the following required services as such services are described in Part A:
 - 5.8.1.1.** Administrative Services (Part A, 3.9);
 - 5.8.1.2.** Settlement Authority/Consultation (Part A, 3.13);
 - 5.8.1.3.** Litigation Management (Part A, 3.14);
 - 5.8.1.4.** Workers' Compensation Pharmaceutical Benefit Management Services (Part A, 3.15);
 - 5.8.1.5.** Banking Procedures (Part A, 3.16);
 - 5.8.1.6.** Loss Fund Reconciliation (Part A, 3.17);
 - 5.8.1.7.** Workers' Compensation Claims Services (Part A, 3.18);
 - 5.8.1.8.** Workers' Compensation First Notice of Injury Services (Part A, 3.19);
 - 5.8.1.9.** Workers' Compensation Network Access Services (Part A, 3.20);
 - 5.8.1.10.** Workers' Compensation Medical Bill Review, Cost Containment and Audit Services (Part A, 3.21);
 - 5.8.1.11.** Third Party Liability Claim Services (Part A, 3.22);
 - 5.8.1.12.** First Party Claims Services (Part A, 3.23);
 - 5.8.1.13.** Loss Statistic Services (Part A, 3.24);
 - 5.8.2.** Please describe all sub-contracted services, including the name of the vendor.
 - 5.8.3.** Please describe the transition plan for takeover of the School Board claims.
 - 5.8.4.** Please detail proposed staffing, including service office.
 - 5.8.5.** Please describe ability of staff to provide services in Spanish if available.
 - 5.8.6.** Confirm that Proposers will provide service on all claims occurring during the contract period and until three (3) months after the termination of the contract (including renewals, extension, or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies.

- 5.8.7.** Confirm that the Proposer will comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies.
- 5.8.8.** Confirm that the Proposer will complete required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.
- 5.8.9.** Confirm that the Proposer agrees to reimburse the School Board for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulation, including EDI reporting, associated with the performance or responsibility of the service company.
- 5.8.10.** Confirm your understanding that the School Board will administer and adjust First Party Claims in-house as described in Part A, Section 3:23.
- 5.8.11.** Confirm that the Proposer will provide the Loss Statistics services outlined in Part A, Section 3:23.
- 5.8.12.** Please include sample reports including Prescription reports.
- 5.8.13.** Confirm your agreement to propose a per claim rate for Workers' Compensation/Employer's Liability claims services as outline in Part A, Section 2.
- 5.8.14.** Confirm your agreement to propose a per claim rate for Third Party Liability claims services as outlined in Part A, Section 2.
- 5.8.15.** Do you track workers' compensation claims closures? What is your current closure percentage?
- 5.8.16.** Do you have a method in tracking claims leakage (duplicate payments, over payments, etc.)?
- 5.8.17.** Provide exhibits of representative loss statistics, check registry, and monthly invoicing.
- 5.8.18.** How long has the current RMIS system been in place in your organization? Are there any system revisions planned in the next 12-18 months?
- 5.8.19.** Is your current RMIS system data "real-time" to the client? (define real-time).
- 5.9.** QUALIFICATIONS AND EXPERIENCE:
 - 5.9.1.** Please attach other information regarding your firm's experience.
 - 5.9.2.** Please list staff members who will be active in the transition of the program and in the management of the program. For each listed staff member, please provide description of what services they will provide for the School Board and what office they work out of.
- 5.10.** Does the Proposer agree that amounts earned on the per-claim prices proposed will be the only remuneration received by the Proposer in connection with the services provided under the proposal?
- 5.11.** If the Proposer does receive remuneration for these services from subcontractors, does the Proposer agree to reduce the amount due from, or paid by, the School Board in an amount equal to the remuneration received?
- 5.12.** Confirm that proposal includes fees that provide a one-time charge per claim for any and all Workers' Compensation/Employers' Liability claims which will include the full consideration to handle, until three (3) months after termination of the contract.
- 5.13.** Confirm that proposal includes fees that provide a one-time charge per claim for any and all Third Party Liability claims which will include the full consideration to handle, until three months after the termination of the contract.
- 5.14.** Describe any services you have available that are not listed in Section A, Part 3, Scope of the RFP? If so, what are the separate pricings of these services?

- 5.15. Confirm that proposed pricing is based on the definitions of a claim based on the categories of claims outlined in Part A, 3.1.6 through 3.1.12
- 5.16. Confirm that the per claim fees proposed for Workers' Compensation/Employer's Liability are based on the categories of claims for New and Prior Claims as described in Part A., 2.1 through 2.2.11.
- 5.17. Confirm that the per claim fees for Third Party Liability claims are based upon the categories of claims as described in Part A, 3.22. through 3.22.14.
- 5.18. Services related to First Party claims will be utilized on an as needed basis. The proposer cost for services related to First Party claims should be provided on an hourly fee for service basis for the following categories of claims for New and Prior Claims respectively:
 - 5.18.1. Automobile Physical Damage
 - 5.18.2. Other than Automobile Physical Damage
- 5.19. The School Board has identified six (6) specific areas for the CONTRACTOR to guarantee performance (Refer to 3.23 Performance Guarantee; 3.24.4.1. thru 3.24.4.6.). Indicate the maximum percentage for compliance that the proposer will guarantee for each of the six (6) areas:
 - 5.19.1. Claims must be assigned to an adjuster within twenty-four (24) hours of the claim being electronically reported.
 - 5.19.2. Subrogation evaluation completed on every claim reported within fourteen (14) calendar days.
 - 5.19.3. Contract with the claimant/injured party within twenty-four (24) of claim assignment on all liability claims and all lost time and/or potential lost time workers' compensation claims.
 - 5.19.4. Each open claim file will include detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated at minimum, every ninety (90) calendar days.
 - 5.19.5. Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
 - 5.19.6. Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic rest referral, within five (5) business days of request.
- 5.20. Please detail any additional performance measures or guarantees that your company is willing to offer the School Board.
- 5.21. Do you have standardized reserving practices and/or formulas for establishing workers' compensation and liability reserves, and developing incurred but not reported claims estimates? Does your company utilize computer models in reserving? If so, describe the process.
- 5.22. Provide samples of property/liability claim forms the proposer uses.
- 5.23. Provide an outline of your claims procedures for workers' compensation and liability.
- 5.24. Do you have an established process for handling workers' compensation claims outside the State of Florida? Explain.
- 5.25. How do you determine the initial compensability of a claim?
- 5.26. WC Adjuster turnover ratio for the past two years, in the offices you propose to utilize on the School Board account.
- 5.27. Does one adjuster handle the claim continuously or is it passed to other adjusters as it develops? Explain procedures.
- 5.28. Do you have specific guidelines as to how medical only (and/or complex medical only) claims are converted to indemnity claims? What is your protocol?
- 5.29. Do you have adjuster diary requirements?
- 5.30. Do you have supervisor diary requirements?
- 5.31. Are subrogation and recovery claims handled by the handling adjuster? If not, describe.

- 5.32. What is the percentage of subrogation and recovery as compared to total paid dollars?
 - 5.33. Do you have maximum caseloads for telephonic and field case managers? If so, what are they and how are they determined?
 - 5.34. Describe your process to measure and quantify results/outcomes with WC disability case management. Do you have standard criteria for reporting the progress of disability case management to the School Board and adjusters? How will this be delivered to the School Board?
 - 5.35. Explain any special programs to facilitate return to work.
 - 5.36. Do you have physician advisors available for WC disability case management? Are they employed staff or contracted?
 - 5.37. Do you have a process for determining if a recommended medical treatment/program is medically necessary? If so, explain.
 - 5.38. Do you outsource or subcontract any services to other vendors? If so, identify areas.
 - 5.39. The "Customer Reference Form" (Exhibit D) should be used by the Proposer to provide entity references of similar scope and size . If the Proposer uses its own form, the information provided must be substantially similar as requested in the Customer Reference Form.
- 5.40 Submission of Forms to include:
- 5.41.1 Bidder Acknowledgement form (Page 1 of these specifications).
 - 5.41.2 RFP Identification Label affixed to your submittal (Page 3 of these specifications)
 - 5.41.3 Dispute Resolution Contact (pg. 6, item 23)
 - 5.41.4 Conflict of Interest Certificate (Exhibit A)
 - 5.41.5 Application for Vendor Status (Exhibit B)
 - 5.41.6 Request for Taxpayer ID Number & Certification (Exhibit C)
 - 5.41.7 Customer Reference Form (Exhibit D)
 - 5.41.8 Vendor Questionnaire (Exhibit E)
 - 5.41.9 Drug Free Workplace Verification Form (Exhibit F)
 - 5.41.10 Certification Regarding Debarment (Exhibit G)
 - 5.41.11 Sworn Statement (Exhibit H)
 - 5.41.12 Affidavit for Claiming Local Purchasing Preference (Exhibit I)
 - 5.41.13 Indemnification and Insurance Requirements (Exhibit J)

6) EVALUATION/SELECTION PROCESS

The School Board will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Submittal Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

- 6.1 Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the School Board as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.
 - 6.1.1 Based on information acquired through the Proposer's responses and the responses of references (if applicable), the School Board will award a preliminary score to each Proposal.
 - 6.1.1.1 Based on the preliminary scores, the School Board may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised

that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the School Board's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

6.1.2 Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total	40
Qualifications and Experience	25
Technical Approach	35
Total:	100
SBDO Participation	5
Local Preference	10
Total Possible Points:	115

7) IMPLEMENTATION SCHEDULE: The estimated schedule for selecting and awarding this contract is as follows:

Mailing/Posting of Request for Proposals	August 13, 2019
Submission of Questions by Proposers	August 27, 2019
Posting of Responses to Questions	August 29, 2019
Opening of Proposals	September 10, 2019
Evaluation of Proposals	September 10 – 20, 2019
Vendor Oral Interviews (if required)	September 23-25, 2019
Notice of Intent to Award Posted on or about	September 30, 2019
School Board Consideration Date	October 8, 2019
Contract Inception Date after Board Approval	December 1, 2019

EXHIBIT A



CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>

SECTION II

I hereby certify that the following named Leon County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>



SUPERINTENDENT
Rocky Hanna

BOARD CHAIRMAN
Rosanne Wood

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998

FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR.
Dee Dee Rasmussen

BOARD MEMBERS
Darryl Jones
Alva Striplin
Georgia "Joy" Bowen

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

NEW VENDOR
UPDATE

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

CORRESPONDENCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

REMITTANCE: NAME (if different from above): _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

EMAIL ADDRESS: _____ WEBSITE: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor S Corporation C Corporation Partnership
 Other _____ LLC – Type (Check one) C D P

TAX IDENTIFICATION NUMBER: _____ - _____ OR _____ - _____ - _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female

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

Race: Caucasian: Hispanic: African American: Asian:
American Indian: Other: _____

By: _____
Signature Printed Name Date

LCSB site contact requesting vendor: _____
Name Phone/Email

EXHIBIT C

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																	
<i>Note.</i> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																	
	Social security number <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4">-</td> <td colspan="4">-</td> <td colspan="4"></td> </tr> </table> OR Employer identification number <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4">-</td> <td colspan="4">-</td> <td colspan="4"></td> </tr> </table>													-				-																				-				-							
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Part II Certification	
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 on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file 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 (ITIN), 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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT D



CUSTOMER REFERENCE FORM

RFP NO. 459-2020 Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims

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: _____

EXHIBIT E



VENDOR QUESTIONNAIRE

RFP NO. 459-2020 Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims

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

1. Has Vendor been declared in default of any contract?
 Yes No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
 Yes No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?
 Yes No

4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
 Yes No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
 Yes No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.
 Yes No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.
 Yes No



DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals 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 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 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:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or 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 procedure for processing tie bids shall be followed if none of the tied vendors 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 employee s 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 occur ring 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: _____

EXHIBIT G

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Organization Name	_____ PR/Award Number or Project Name
_____ Name(s) of Authorized Representative(s)	_____ Title(s) of Authorized Representative(s)
_____ Signature(s)	_____ Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

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

EXHIBIT H



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____ .

_____ is personally known to me OR produced identification

by showing _____
 (Type of Identification)

Notary Public – State of _____ My commission expires on: _____

 Signature of Notary Public

 (Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT I

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

RFP NO. 459-2020 Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the School Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Name: _____

Address: _____

Phone

Fax

Email

County: _____ Length of time at this location: _____ # of employees at this location _____

Is your business certified as a small business through Leon County Schools? _____

Signature of Authorized Representative

Date

State of FLORIDA

County of _____

Sworn to and subscribed before me, a Notary Public for the above State and County, on this _____ day of

_____, 20 _____

Notary Public

My Commission Expires

EXHIBIT J
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. 459-2020 Third-Party Administration (TPA) for Property & Casualty, General Liability, Workers' Compensation & Errors & Omissions Claims**. Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to **Section 768.28, Florida Statutes**. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

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 coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's 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.
4. The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's 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.

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

1. The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - b. 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

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

**Leon County School Board
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

The name and address of the Leon County School Board, as shown directly below, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".

**Leon County School Board
2757 W. Pensacola St.
Tallahassee, FL 32304**

***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 Heath at (850) 487-7113.***