



School District of Indian River County

Purchasing Department
Support Service Complex
6055 62nd Avenue
Vero Beach, FL 32967

Request for Proposal

Date: September 5, 2017

Title: **SDIRC 02-0-2018-JC RFP Employee Benefits Audit**

This proposal must be submitted to the Director of Purchasing, School District of Indian River County, Support Service Complex, 6055 62nd Avenue, Vero Beach, FL 32967.

No Later Than 2:00 p.m. on September 21, 2017

Submittals received after this date will not be considered

Anti-Collusion Statement

The undersigned vendor has not divulged, discussed, or compared the proposal with other vendors and has not colluded with any other vendor or parties to the proposal. Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Proposal Submitted By:

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

PROPOSALS SUBMITTED WITHOUT AN AUTHORIZED SIGNATURE WILL NOT BE CONSIDERED.

Note: Entries must be completed in pen and ink or typewritten.

Request for Proposal

INTRODUCTION

1.0 The purpose and intent of this RFP is for the outsourcing of a qualified firm to conduct a comprehensive claims audit of the District's self-insured employee and retiree health Benefits Program that is administered by Blue Cross Blue Shield of Florida.

2.0 **PRE-BID MEETING:** None

3.0 CONE OF SILENCE

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

4.0 FLORIDA BUSINESSES -

Effective 07.01.12 – as per 287.084 Florida Statutes all **bidders** must comply with the Preference to Florida Businesses set out in 287.084 Florida Statutes. All bidders must complete **Attachment** 'Bidder's Statement of Principal Place of Business' and return with their bid response or within 3 days of request. If this form is not provided or is incorrect, the bidder shall be deemed non-responsive and rejected. **NOT APPLICABLE FOR THIS RFP**

4.1 **All out-of-state bidders** must complete **Attachment** 'Attorney Opinion Form' and return with their bid response or within 3 days of request. If the Attachment is not provided or is incorrect, the bidder may be deemed non-responsive and rejected. **NOT APPLICABLE FOR THIS RFP**

4.2 If the lowest responsible and responsive bid/proposal/reply is from a vendor whose principal place of business is outside of the State of Florida, then the preference requirements of 287.084 Florida Statutes must be applied by District staff and/or the evaluation team in making the final recommendation for an award.

5.0 AWARD

RFP will be awarded to a single firm.as a group. **Award will be made not on the basis of price alone**, but to the proposal whose submission contains the most advantageous combination of price, qualifications, experience, references and work capacity.

5.1 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.

5.2 The contractor shall be in compliance with all applicable Federal, State and local permits and licenses. The contractor shall be required to be in compliance with all applicable Federal, State and local building codes.

5.3 The School District encourages participation of minority businesses.

5.4 It is anticipated that the award will be made at the October 10, 2017 board meeting.

6.0 TERM OF CONTRACT – NOT APPLICABLE FOR THIS RFP**7.0 TIME SCHEDULE**

The District will use the following time line. Dates are subject to change if necessary.

09.7.2017 Release

09.10.2017 Legal Ad.

09.15.2017 Deadline for written questions. See **15.0 RFP Inquiries**

09.21.2017 Proposals due no later than 2:00 p.m., at which time proposals will be publicly opened.

10.10.2017 Recommend firm to the School Board for approval

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

8.0 TERMS AND CONDITIONS

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide the School District with the services specified in the proposal.

- 8.1 The School Board has the right to cancel this RFP, to reject any and all submittals, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.
- 8.2 The School Board reserves the right to reject any or all proposals, to request clarification of information submitted in any proposal, and to request additional information from any proposer and to select the firm(s) on the basis of what the Evaluation Team determines to be in the best interest of the School District.
- 8.3 Additional Terms - No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.
- 8.4 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).

9.0 CONTRACTOR'S RESPONSIBILITIES

- 9.1 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 9.2 The contractor acknowledges that work will be performed only after receipt of a written purchase order.
- 9.3 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operation at the work site.

10.0 SCOPE OF WORK

The School District of Indian River County located in Vero Beach Florida seeks proposals for qualified firms to conduct a comprehensive claims audit of the district's self-insured employee and retiree health benefits program administered by Florida Blue. The district has 1829 employees and retirees that participate in the health benefits program with approximately 1,680 participating dependents for a total insured of 3,509. The awarded firm will audit 220 random claims to confirm and verify the following:

- a. Florida Blue is processing claims accurately and in compliance with current service contract.
- b. That comprehensive due diligence has been performed and that systems at Florida Blue have been tested under the Sarbanes-Oxley Act.

Proposals should include detailed descriptions of all work that will be completed at the conclusion of this project. Additionally, proposals should include a comprehensive listing of all deliverables such as reports and recommendations.

11.0 INSTRUCTIONS TO PROPOSERS

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP.

All proposals shall be sent to:

School District of Indian River County
Support Service Complex
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967

- 11.1 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Proposals delivered to a location other than as specified in Section 11.0 will not constitute receipt. It is the responsibility of the proposer to ensure proposals are timely received. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer. **Faxed or emailed proposals will not be accepted.**
- 11.2 One sealed original proposal with a manual signature and seven (7) copies shall be submitted and clearly labeled "**SDIRC 02-0-2018-JC RFP FOR EMPLOYEE BENEFITS CLAIMS AUDIT**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- 11.3 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company.
- 11.4 These documents constitute the complete set of specifications, requirements and/or proposal forms.
- 11.5 Respondents shall not be allowed to modify their proposals after the opening time and date.
- 11.6 This is a Request for Proposals; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 11.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 11.8 All proposals received in response to this RFP become the property of the School District. In the event a contract is awarded to the proposing firm, all documentation, regardless of media format, produced as a result of the contract will become the property of the School District.

12 EVALUATION

The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School District after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

13 SELECTION CRITERIA AND PROCESS

The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be award as follows:

Points will be award as follows:

	<u>Points</u>
• Qualifications and experience of assigned staff	25
• Project Approach and Methodology	25
• References	20
• Cost	30
TOTAL	100

14 **SHORT-LIST** - firms will be selected and ranked by the Evaluation Team for consideration.

15 RFP INQUIRIES

In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective proposers during the proposal preparation and evaluation period. Prospective proposers may not contact the evaluation team but may pose questions in writing during this period. Inquiries may be received by mail, fax or email no later than **5:00 p.m. September 15, 2017**. All proposers will be furnished in writing with both the questions and the response to any inquiries (other than administrative or procedural details). **Send all inquiries** to the attention of:

Jeff Carver, Director of Purchasing
Support Services Complex
6055 62nd Avenue
Vero Beach, FL 32967
Tele: (772) 564-5050 Fax: (772) 564-5048
jeffrey.carver@indianriverschools.org

15.1 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

15.2 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where proposal documents are posted and also on the Purchasing Department's website; <https://www.indianriverschools.org/departments/60-departments/purchasing-and-central-distribution/429-awarded-contracts> .

15.3 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

16.0 INDULGENCE

Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.

17.0 CORRECTIONS

All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.

18.0 DEFAULT

In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.

19.0 VENDOR GUIDELINES

19.1 This section addresses the bidder guidelines in the preparation and submission of responses to this bid.

19.2 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.

- 19.3 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.
- 19.4 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 19.5 Before submitting a quote, bidder should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The bidder is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 19.6 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.

20.0 LICENSES, PERMITS AND INSPECTIONS

- 20.1 The bidder shall be licensed in Indian River County and/or the State of Florida Construction Industry Licensing Board (if applicable) according to Florida State Statutes, Chapter 489. These licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.
- 20.2 Contractor shall notify the School District of Indian River County if any change occurs in regards to licenses.
- 20.3 Prior to the commencement of work, awarded vendors shall obtain a building permit for each project performed from the district's building department; vendor shall comply with all requirements and each project is subject to inspections. Contact building department at 772-564-5020 to obtain building permits at no charge.
- 20.4 The contractor shall notify the School District Building Department of job progress and make a request for inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved as per school district building official.
- 20.5 Completion of contract shall be defined as final inspection and subsequent sign-off by building official, on all work as satisfactory and acceptable to the District.

21.0 CONSTRAINTS

Includes, but not limited to, all applicable state laws and Department of Education Regulations.

22.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT

- 22.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid 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 bid, should the bidder(s) deem it in the best interest of their business to do so.
- 22.2 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.

23.0 FUNDING OUT, TERMINATION, CANCELLATION

- 23.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 23.2 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.

- 23.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- 23.4 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section 29.0.
- 23.5 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".
- 24.0 ASSIGNMENT**
The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.
- 25.0 PUBLIC ENTITY CRIMES**
25.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".
- 25.2 The proposer 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 a Federal department or agency.
- 26.0 DRUG-FREE WORKPLACE**
Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Attached is the drug-free workplace certificate form (**Attachment A**) to be submitted with bid or shall be submitted within five (5) days upon request.
- 27.0 DISCRIMINATION**
An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, Sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.
- 28.0 LEGAL REQUIREMENTS**
28.1 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.
- 28.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations

concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Contractor shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

- 28.3 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

29.0 FEDERAL AND STATE TAX

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

30.0 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with the District, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

31.0 PUBLIC RECORDS LAW

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

32.0 CANCELLATION / TERMINATION

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School

District of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

33.0 INVOICES / PAYMENT

33.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 02-0-2018-JC.

33.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

34.0 INSURANCE – (to be submitted by awarded bidders after board approval)

34.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

34.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$500,000 single occurrence; \$1,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.

34.3 Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "**named additional insured**", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.

34.4 Professional Liability: The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. This policy must be continued or tail coverage provided for two years after completion of the contract.

35.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

35.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the

performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

- 35.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

36.0 RIGHT OF REVIEW

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

37.0 FLORIDA TRENCH SAFETY ACT (if applicable)

Where relevant, vendor shall comply with the Trench Safety Act and will design and provide a trench safety system at all trench excavations in excess of five (5) feet in depth for any project as per Section 553.60 through 553.64 F.S. Vendor shall also comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. as per Chapter 90-96 of the Laws of Florida.

38.0 SB 444 (if applicable)

Pursuant to Senate Bill 444, Laws of Florida Chapter 2011-104, and Section 287.135, Florida Statutes, the School Board will not contract with any entity that is on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1,000,000 or more. The School Board shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or if it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the School Board shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys' fees and costs as authorized by Section 287.135, Florida Statutes. This law applies to all purchases for goods or services made after July 1, 2011 for \$1M or more including renewals of existing contracts after that date.

39.0 DEBARMENT

As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

40.0 JESSICA LUNSFORD ACT

Awarded vendor(s) and sub-contractors must comply with the Jessica Lunsford Act which requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked. Please see **Attachment B**.

41.0 POSTING OF RFP AND SPECIFICATIONS

Request for Proposals with specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the District website <https://www.indianriverschools.org/purchasing-and-central-distribution> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

42.0 POSTING OF RFP TABULATIONS

Request for Proposals tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 on or about **June 05, 2017** and also on the district's website <https://www.indianriverschools.org/purchasing-and-central-distribution> and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

43.0 BID PROTEST

- 43.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a 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.
- 43.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

SUMMARY SHEET

Employee and Retiree Health Benefits Claims Audit as per specifications, terms and conditions

TOTAL COST NOT TO EXCEED _____.

Authorized Signature (Manual)

Authorized Signature and Title (Type or Printed)

Date

Receipt of Addendum I (if required) Initial _____ Date _____

Receipt of Addendum II (if required) Initial _____ Date _____

Additional Information

- A. The bidder must submit below the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Contact Person:

For Regular Work Hours: _____

Telephone: _____

After Hours, Weekends and Holidays: _____

Telephone: _____

- B. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer or employee of their business. Indicate either yes or no. If yes, give the person(s) name(s) and position(s) with your business.

No _____

Yes _____ List name(s) and Position(s) _____

- C. **Pending Litigation:** Submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years; See Page 17, E. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

- D. Total years in business under this company name _____

- E. Total years of experience _____

- F. **REFERENCES** - list a minimum of three **CURRENT** references (other than SDIRC) for projects **similar in scope** for which you are bidding.

1) **NAME** _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 CONTACT PERSON _____ TELEPHONE _____
 SCOPE OF PROJECT _____
 _____ TOTAL COST _____

2) **NAME** _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 CONTACT PERSON _____ TELEPHONE _____
 SCOPE OF PROJECT _____
 _____ TOTAL COST _____

3) **NAME** _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 CONTACT PERSON _____ TELEPHONE _____
 SCOPE OF PROJECT _____
 _____ TOTAL COST _____

4) **NAME** _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 CONTACT PERSON _____ TELEPHONE _____
 SCOPE OF PROJECT _____
 _____ TOTAL COST _____

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

Identical Tie Bid - 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 by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. A business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Company Name

Vendor's Signature

Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.



School District of Indian River County

ATTACHMENT B

January 1, 2016

Dear Contractor/Vendor/Consultant:

Effective September 1, 2005, a new law involving all school district vendors goes into effect. The new law, known as the Jessica Lunsford Act, requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

Your business has been identified as one which will need to submit to Level 2 fingerprint screening if you have not done so. The cost is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. Payments can be made 1) online with a credit card at www.flprints.com or 2) through our Personnel Department with a money order made out to Fingerprint Services LLC for \$81.25 (no credit cards) or 3) by calling 877-357-7456. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

Once employees are cleared by the Level 2 fingerprint screening, a clearance certificate will be mailed to your business. Individuals coming on an Indian River County School campus must have their clearance certificate and photo identification when checking in at the office or when requested by a school board employee.

The School District of Indian River County appreciates your compliance with the new law. If you have any questions please call my office at 772-564-5045.

Sincerely,

Jeffrey Carver
Director of Purchasing

"Educate and inspire every student to be successful"

Shawn R. Frost
District 1

• Dale Simchick
District 2

• Laura Zorc
District 3

• Charles G. Searcy
District 4

• Tiffany M. Justice
District 5

"To serve all students with excellence"
Equal Opportunity Educator and Employer

**School District of Indian River County
Purchasing Department**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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.

RFP, RFQ, RFP Number **02-0-2018-JC RFP EMPLOYEE HEALTH BENEFITS CLAIMS AUDIT**

Organization's Name _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 the 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 (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the 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 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 ineligibility of its principals. Each participant may, but is not required to, check the non-procurement 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.



Please note: a GPS does not provide accurate directions to this address. Please follow these directions:

I-95

Coming from the north I-95

Exit 156 at Fellsmere (SR 512) and travel east
Turn right on SR 510
Travel several miles and turn right on 66th Avenue
Turn left on 57th Street
Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

Coming from the south I-95

Exit 147 Vero Beach (State Road 60) and travel east.
Turn left on 66th Avenue
Travel north and turn right on 57th Street.
Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

US1

Turn west on 53rd Street.
Turn right on 58th Avenue (Kings Highway).
Left on 57th Street
Right on 62nd Avenue and travel to the end. Our complex is on the left. The 3rd driveway is for visitors. Front door by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is:

6400 57th Street
Vero Beach FL 32967