

PROPOSERS' CONFERENCE

**April 24, 2001
10:00 a.m.**

**PURCHASING DEPARTMENT
TECHNOLOGY SUPPORT AND SERVICE CENTER
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704**

RFP 22-033V

Group Long Term Disability Coverage for School Board Employees

These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.

REQUEST FOR PROPOSALS (RFP)

RFP 22-033V

Group Long Term Disability Coverage for School Board Employees



RFP Release Date: April 9, 2001

Proposers' Conference: April 24, 2001

Written Questions Due: On or Before April 25, 2001
in the Purchasing Department

Proposals Due: On or Before 2:00 p.m. May 15, 2001
in the Purchasing Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Purchasing Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

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REQUEST FOR PROPOSALS (RFP) 22-033V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: April 9, 2001

TITLE: Group Long Term Disability Coverage for School Board Employees

This Proposal must be submitted to the **Purchasing Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. May 15, 2001** and plainly marked **RFP 22-033V, Group Long Term Disability Coverage for School Board Employees**. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such), one electronic version (Word 6.0 or higher) and 30 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 22-033V), must be fully executed and returned on or before 2:00 p.m. on date due to the Purchasing Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein.

PROPOSER INFORMATION

PROPOSER'S NAME: _____
STREET ADDRESS: _____
CITY AND STATE: _____
PROPOSER TELEPHONE: _____ PROPOSER FAX: _____
PROPOSER TOLL FREE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
CONTACT TELEPHONE: _____ CONTACT FAX: _____
CONTACT TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____
PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my company's proposal; I agree to complete and unconditional acceptance of the contents of Pages 1 through 20 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; I agree to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Authorized Representative	Date
Name of Authorized Representative	Title of Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.4).

2.0 INTRODUCTION

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals to provide Group Long Term Disability Coverage for SBBC employees.

SBBC is soliciting proposals for Group Long Term Disability coverage. The RFP addresses two types of Group Long Term Disability plans (Core Plan and Buy-Up Plan). SBBC will contract with one vendor for both of these plans.

Proposers must bid on the Current Core Plan and Buy-Up Plan. Currently, disability coverage is being provided through Unum/Provident Life Insurance Company. The Certificate of Coverage is included in Attachment D. The current contract is included in Attachment L.

Contributions to the plans are made on a pre-tax basis through SBBC's cafeteria benefits plan. An employee has the option to make separate elections for a Buy-Up Plan. SBBC currently pays 46¢ per \$100.00 of insured payroll for each employee on the Core Plan. The Buy-Up Plan is paid fully by the employee and the Buy-Up Rate is 22.5¢ of insured payroll. The insured payroll for the Core Plan in Calendar Year 2000 was \$604,917,165.21. The Buy-Up Plan in Calendar Year 2000 was \$603,574,502.23.

All proposers must clearly describe how you determine core volumes and buy-up volumes for premium payment purposes.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

- 3.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 3.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 3.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits
The School Board of Broward County, Florida
1320 SW 4th Street, Building 7
Fort Lauderdale, Florida 33312

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to: _____
(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

- 3.6 **Addenda:** Proposer has determined that their firm has received all Addenda released prior to their RFP submittal.
- 3.7 **Minimum Eligibility:** In order to be considered eligible for this assignment, proposer shall meet the following criteria:
- 3.7.1 The proposer must have a size category of VI and a financial rating of A- from AM Best.
- 3.7.2 The proposer must be a licensed carrier within the State of Florida to provide disability coverages.
- 3.7.3 Proposer must provide evidence of its satisfaction an/or compliance with each criteria stated in Section 3.7 as required in said section. Failure to comply with the requirements of Section 3.7 will disqualify the proposal from further consideration.
- 3.8 **Questionnaire:** Proposer shall complete the questionnaire contained in Attachment B of this RFP. Answer the questions in the order in which they are presented, restating each question before rendering your response. If you are unable to answer a question, indicate why you cannot. If you are unable or unwilling to disclose particular information asked in a question, indicate why.
- 3.9 **Experience and Qualifications of the Proposer:**
- 3.9.1 State under what other or former name(s) the proposer is currently operating under or has operated under.
- 3.9.2 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
- 3.9.3 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- 3.10 **Scope of Services Provided:** The following services are requested by SBBC in the provision of Group Long Term Disability coverage to SBBC employees. Clearly describe how the proposer can accomplish each of the following Scope of Services provided below:
- 3.10.1 Provide customer service lines with a 954 Area Code for employees, as well as a toll-free line for employees residing outside the 954 area code.
- 3.10.2 Accept SBBC's self-billing statement. The process is as follows: Core: Each month a contribution report is generated reflecting all employees enrolled in the core disability plan and the amount of SBBC's contribution for their coverage. This information is summarized and payment is remitted. Buy-up: Each month a deduction/reduction report is generated reflecting all employees enrolled in the buy-up provision and the amount deducted for their coverage. This information is summarized and payment is remitted.
- 3.10.3 Use SBBC Enrollment Form (see Attachment M). The printing cost of the enrollment forms will be pro-rated between the successful proposer.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.10.4 The following should be considered when preparing your response to this RFP:

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Your rate quotation shall assume a rate guarantee period of 36 months.			
Your rate quotation should be prepared assuming that a fully insured funding agreement will be in effect for the life of the contract.			
Your proposal should assume an Effective Date of January 1, 2002.			
Your proposal should assume that you will provide a toll-free customer service/claim office telephone number. Hours of operation should be 8:00 a.m. to 8:00 p.m. EST.			
The Benefits Department shall review and approve all communication materials prior to mailing directly to the employee's home, by the prosper. Postage costs are to be paid by the awardee(s).			
Awardee will be required to participate in open enrollment.			
You are required to maintain compliance with Federal guidelines for ADEA and ADA as well as all Florida-maintained benefits. (If recommended plans do not comply, show plan changes required to bring plan into compliance and include a time frame in which the filing could be approved).			
The contract situs will be the State of Florida.			
A no-loss/no gain provision shall apply.			
Actively-at-work provisions shall be waived for all current plan participants.			
There shall be no exclusion provisions for pre-existing conditions, except for late entrants.			
Social Security Filing Assistance/Advocacy: Assist claimants in the appeals process including but not limited to: <ul style="list-style-type: none"> • Clinical support documentation • Vocational support documentation • Communication package detailing the process and what the claimant can expect up to the district court level • Access to legal networks of professionals for representation • Access to your organization's advocate for discussion • Managing and reporting of the status of each claim within the Social Security process • Identification of special needs of the claimant (i.e., transportation, location) barriers which may impede the process 			

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.10.4 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Vocational Assessment: SBBC will work with the claimants and the selected proposer to accept an employee back into the workforce when such can be reasonably accommodated and should a position exist which the disabled is qualified to fill. If no positions are available where employees can perform the essential job functions, (lower or lateral), SBBC is not bound to create a position or allow employees to remain on the payroll in active status.			
Claims Appeal Process: Awardee to provide assistance with administration of appeals process.			
Awardee shall provide SBBC with access to online claim information.			
Awardee will assist and maintain the long term disability portion of the Benefits Website at no cost to SBBC.			

3.10.5 Proposer shall be in compliance with Section 624.428, Florida Statute. If any commissions and/or service fees are Included in your rate quotation, you shall specify the amount of the commissions and/or service fees, to whom they may be paid and your reason(s) for including them.

3.10.6 The proposer shall agree to supply SBBC with standardized reports upon request. These reports will include but will not be limited to member-specific information, member enrollment information, utilization reports for each disability income benefit plan, paid claims, open reported claims, identification of reasonable accommodation claims, return to work opportunities and/or savings reports.

3.10.7 Awardee agrees to allow SBBC the right to an independent semi annual audit by a third party. The third party shall be selected by SBBC.

3.10.8 Awardee shall process and settle all claims.

3.10.9 Awardee shall provide notification to disabled employees receiving Social Security regarding application for Medicare.

3.11 **Cost of Services:** Proposer shall complete Attachment C, Financial Response Forms, for each plan design quoted in Attachment A.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

3.12 M/WBE Information: (Refer to Section 9.23)

3.12.1 Is your firm a certified M/WBE firm by SBBC or is your firm a certified M/WBE firm by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time?

If yes, provide certification number: _____

If no, identify the M/WBE firm or firms who will be working with you on this engagement and respond to 3.12.2 and 3.12.3 below.

Name of Firm: _____

Name of Firm Principal: _____

Address from which primary services will be provided:

Telephone No.: _____

Facsimile No.: _____

Federal Taxpayer No.: _____

Certification No.: _____

3.12.2 Indicate on attached page(s), the extent and nature of the M/WBE's work with specificity, as it relates to these services, including the percentage of the total costs which will be received by the M/WBE firm in connection with this proposal. (See Attachment J)

3.12.3 The Awardee will be required to submit a monthly M/WBE Utilization Report (See Attachment I) which will track payments to M/WBE(s). Each report must be submitted within 15 calendar days after the end of each month, without regard to whether the M/WBE(s) receive payments during the month, until all committed remuneration has been received by the M/WBE(s). In the event any required Utilization Report is not timely submitted, the SBBC M/WBE office will send notification of the missed submission. The failure by the Awardee to file a report within seven calendar days of such notification shall result in a penalty of \$100 per calendar day until such time as the Utilization Report is received in the SBBC M/WBE office. A continued failure to provide the Utilization Reports may result in termination of the contract.

3.12.4 Awardee must provide the M/WBE office a 30 day written notice for substitution of an M/WBE vendor. Failure to provide said notice will result in a penalty of \$100 per calendar day for the first 30 calendar days and \$1000 per calendar day thereafter until notification is received.

3.12.5 The SBBC M/WBE office will conduct a quarterly assessment of the Awardee's M/WBE Utilization Reports to determine whether a good faith effort is being made to meet the level of participation as stated by the Awardee in its response to Section 3.12.2 of the Request for Proposal. If it is determined by the SBBC M/WBE office that a good faith effort has not been made, the Awardee will be required to submit, in writing, within seven calendar days, the circumstances that precluded the Awardee from meeting the stated goal. Failure of the Awardee to provide reasonable justification for this to meet the level of participation will result in a penalty of \$100 per calendar day, for the first 30 calendar days and \$1000 per calendar day thereafter, until such time as the SBBC M/WBE office determines a good faith effort has been made by the Awardee.

4.0 PROPOSERS' CONFERENCE

A Proposers' Conference will be held on April 24, 2001 in the Technology and Support Services Center, Purchasing Department, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. **The purpose of the Proposers' Conference is not to answer questions.** All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Section 5.0, Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

In addition, a representative from SBBC Minority Woman business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

5.0 INTERPRETATIONS

Any questions concerning any condition or requirement of this RFP shall be received in the Purchasing Department in writing on or before April 25, 2001. Submit all questions to the attention of the individual stated in Section 8.3. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than, by information in this RFP document or by Addenda shall not be binding on SBBC.

6.0 CALENDAR

April 9, 2001	Release of RFP 22-033V
April 24, 2001	Proposers' Conference
April 25, 2001	Written questions due in the Purchasing Department
May 15, 2001	Proposals due on or before 2:00 p.m. in the Purchasing Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33351-6704 *
June 20, 2001	Superintendent's Insurance Advisory Committee reviews proposals and makes recommendation for award. Meeting to be held at 9:00 a.m., Kathleen C. Wright Administration Center First Floor Board Room 600 SE 3 rd Avenue Ft. Lauderdale, Florida 33301
June 27, 2001	Posting of Recommendation

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.

7.0 EVALUATION OF PROPOSALS

7.1 The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 3.7, Minimum Eligibility Requirements, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a. Experience and Qualifications	30
b. Scope of Services Provided	30
c. Minority/Women Business Participation	10
d. Cost of Services Provided	30
TOTAL	100

Except for those requirements stated in Section 3.7 and Section 10.0, the failure to respond, provide detailed information, or to provide requested proposal elements, may result in the reduction of points in the evaluation process.

7.2 Based upon the results of Section 7.1, the Committee, at its sole discretion, may: recommend award to the top ranked proposer; may recommend award to more than one top ranked proposer; may short list the top ranked proposers (short list number to be determined by the Committee) for further consideration; or, may reject all proposals received.

7.3 In the event that the Committee chooses to short list proposers, the list of short-listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.

7.4 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to the School Board for approval.

7.5 The Committee, Consultant and/or SBBC reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted.

8.0 SPECIAL CONDITIONS

- 8.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m., May 15, 2001** at the following address in order to be considered:

PURCHASING DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 22-033V - Group Long Term Disability Coverage

- 8.2 Proposer shall submit one original proposal with an original manual signature. Proposer should also submit one electronic version (in a Word 6.0 version or higher) and 30 additional copies of proposal. The proposal containing the original manual signature should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposers firm name clearly marked on the exterior of package.
- 8.3 Any questions concerning conditions and specifications must be submitted to **Mrs. Carol Barker, Purchasing Agent, Purchasing Department, (954) 765-6127**, who is authorized only to direct the attention of prospective proposers to various portions of the RFP so they may read and interpret such for themselves. Neither **Mrs. Barker** nor any employee of SBBC is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document.
- 8.4 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning January 1, 2002, or date of award, or whichever is later and continuing through December 31, 2004. The term of the contract may, by mutual agreement between SBBC and the awardee, upon final SBBC approval, be extended for two additional one year periods and, if needed, 180 days beyond the expiration date of the final renewal period. SBBC, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the SBBC. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its proposal.
- 8.5 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer's responsibilities shall include, but not be limited to performing of overall contract administration, preside over other proposer(s) participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

8.0 SPECIAL CONDITIONS (Continued)

- 8.6 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Contract to the contrary, the proposer may not effect any increase of rates or other consideration applicable to this Contract prior to the latest of:
- A. The end of any applicable rate guarantee period(s); or
 - B. One year after the effective date of the last change in rates or other consideration;
 - C. At least 180 calendar days during the first year of the contract and 270 calendar days after receipt by SBBC of valid written notice from the proposer, stating specially the amount of change proposed. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Contract, shall not constitute a valid notice.

A written notice of any change in rates or other change in consideration, shall be delivered by certified mail to:

Director, Benefits
The School Board of Broward County, Florida
1320 SW 4th Street, Building 7
Fort Lauderdale, Florida 33312

Notice by a successful proposer of intent to effect any change in consideration shall thereby entitle SBBC to cancel the contract without penalty.

8.7 **INSURANCE REQUIREMENTS:**

Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

- 8.7.1 General Liability Insurance, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 8.7.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 8.7.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- 8.7.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

9.0 GENERAL CONDITIONS

- 9.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 9.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 9.3 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 9.4 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 9.5 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 9.5.1 Proposer's name being removed from the Department of Purchasing vendor mailing list for two years and proposer not being recommended for any award during this period.
- 9.5.2 All departments being advised not to do business with vendor.
- 9.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 9.7 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 9.8 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 9.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 9.10 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.

9.0 GENERAL CONDITIONS (Continued)

- 9.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 9.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC. In addition, Gallagher Benefit Services, Inc will be providing consultant services to SBBC in relation to this RFP. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Gallagher Benefit Services, Inc.
- 9.13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 9.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 9.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 9.16 **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 9.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 9.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

9.0 GENERAL CONDITIONS (Continued)

- 9.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 9.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 9.22 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 9.22.1 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.
- 9.22.2 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.

9.0 GENERAL CONDITIONS (Continued)

- 9.23 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. SBBC has a goal of at least 22% Minority/Women Business Enterprise participation in the delivery of services, as reflected in this RFP. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the proposer is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, **proposer should indicate its certification number in their proposal.** For information on M/WBE Certification, contact SBBC's M/WBE Office at (954) 760-7470.

If the proposer is **not** a certified M/WBE, then, in order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work and shall include the percentage of the total work which will be performed by the M/WBE firm or firms in connection with the proposal. If the percentage shown is a variable amount, then the minimum percentage of work guaranteed to be performed by the M/WBE firm or firms must be stated in order for evaluation credit to be received. M/WBE participation of a secondary service, such as to provide printing or courier services is acceptable, but will only result in evaluation credit being received if it augments the primary service as described in this RFP.

- 9.24 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto, from the Purchasing Department and given to all proposers by United States mail, express delivery or hand delivery. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall **not** be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

9.0 GENERAL CONDITIONS (Continued)

- 9.25 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Purchasing Department on June 27, 2001 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any person desiring to protest the decision or intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of a decision or intended decision about this RFP to all proposers by United States mail or by hand delivery. A written notice of decision or intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday or legal holiday. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.**
- 9.26 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 9.27 **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without prior written approval of SBBC.
- 9.28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.

9.0 GENERAL CONDITIONS (Continued)

- 9.29 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.
- 9.30 **INDEMNIFICATION:**
- 9.30.1 By SBBC: SBBC 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. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 9.30.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
- 9.31 **PROPOSER'S MAILING ADDRESS:** It is the responsibility of every proposer to register and maintain their current mailing address with the Vendor Information Desk in the Purchasing Department. The address on file with the Vendor Information Desk is used when mailing RFPs and other information to proposers. To check your current mailing address and to change/update/revise your mailing address, contact the Vendor Information Desk at (954) 765-6139. A profile of the proposer's current registration information on file will be sent upon request.
- 9.32 **SBBC PHOTO IDENTIFICATION BADGE:** An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the proposer to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC security background check is \$55.00. \$50 must be in the form of a money order made payable to The School Board of Broward County for the fingerprinting, and \$5 must be in cash for the photo identification badge. These fees are not refundable.**

9.0 GENERAL CONDITIONS (Continued)

- 9.33 **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 9.33.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 9.33.2 For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 9.33.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- 9.33.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 9.33.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 9.33.6 The Deputy to the Superintendent and Board Liaison shall keep a current list of persons who have submitted the lobbyist statement form.
- 9.34 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member or the Superintendent of Schools after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.
- 9.35 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- 9.36 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.

9.0 GENERAL CONDITIONS (Continued)

9.37 ACCEPTANCE AND REJECTION OF PROPOSALS:

9.37.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or reject all proposals received.

9.37.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

9.37.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

9.37.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.

9.37.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).

9.37.3.3 Failure to respond to all subsections within the RFP.

9.37.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

9.37.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

9.37.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

9.38 **WITHDRAWAL OR REJECTION OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening; to reject any and all proposals and to waive any irregularity in proposals received.

9.39 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.

9.0 GENERAL CONDITIONS (Continued)

- 9.40 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 9.41 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **PURCHASING DEPARTMENT on or before 2:00 p.m.** on the date due.
- 9.42 Proposers who receive this RFP from the Purchasing Department will be notified in writing of any changes in the specifications contained in this RFP by Addenda. If any Addenda are issued on this RFP, a good faith attempt will be made to deliver a copy of same to those persons or firms who, according to the records of the Purchasing Department, have previously received a copy of this RFP. However, PRIOR TO SUBMITTING THE PROPOSAL, it shall be the sole responsibility of each proposer to contact the Purchasing Department (phone: (954) 765-6120) to determine if any Addenda was issued and, if so, to obtain such Addenda.
- 9.43 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 9.44 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 9.45 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

10.0 REQUIREMENTS OF AGREEMENT

Proposer agrees, by submission of their proposal, that any agreement resulting from this RFP will include the following provisions, which are not subject to negotiation.

Proposer agrees to the following:

- Obtain and maintain insurance with coverage limits in Special Conditions 8.6 for the term of any agreement.
- SBBC membership shall not represent more than 20% of the proposer's total disability membership during the contract period.
- Provide one full-time SBBC employee as a Claims Specialist including benefits, office equipment, supplies, travel and professional dues. The actual cost up to \$45,000 per year will be billed to the awardee on an annual basis.

Attachment A

Summary Plan Design

The School Board of Broward County – Summary Core Plan

Summary Core Plan	Class I	Class II
Eligible Employees	Superintendent	All Other Active Full Time Employees
Benefit Amount	66.667% of monthly earnings	60% of monthly earnings.
Maximum Monthly Benefit	\$17,500	\$1,500
Minimum Monthly Benefit	\$100 or 10% of gross disability	\$100 or 10% of gross disability
Eligibility Waiting Period	First pay period subsequent to date of hire that a contribution for core benefits has been made.	First pay period subsequent to date of hire that a contribution for core benefits has been made.
Elimination Period	Either 30 days or after accumulated sick time has been exhausted, whichever is greater.	Either 30 days or after accumulated sick time has been exhausted, whichever is greater.
Integration Method	See Plan Booklet	See Plan Booklet
Disability Definition	You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and you have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.	You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and you have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.
Partial Disability	The ability to work and earn between 20% and 80% of your indexed monthly earnings. (See Plan booklet for additional information)	The ability to work and earn between 20% and 80% of your indexed monthly earnings. (See Plan booklet for additional information)
Return to Work Incentive	See Plan Booklet	See Plan Booklet
Maximum Benefit Duration	2 years from the end of the elimination period.	2 years from the end of the elimination period.
Recurrent Disability	Will treat your disability as part of your prior claim and you will not have to complete another elimination period if: <ul style="list-style-type: none"> You were continuously insured under the plan for the period between your prior claim and your recurrent disability; and Your recurrent disability occurs within 6 months of the end of your prior claim. 	Will treat your disability as part of your prior claim and you will not have to complete another elimination period if: <ul style="list-style-type: none"> You were continuously insured under the plan for the period between your prior claim and your recurrent disability; and Your recurrent disability occurs within 6 months of the end of your prior claim.
Mental Illness/Self Reported Symptoms	24 months	24 months

The School Board of Broward County – Summary Core Plan (Continued)

Summary Core Plan	Class I	Class II
Pre-Existing Condition Limitations	<p>You receive medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medications in the 3 months just prior to your effective date of coverage;</p> <ul style="list-style-type: none"> • Or you had symptoms for which an ordinary prudent person would have consulted a health care provider in the 3 months just prior to the effective date of coverage; and • The disability begins in the first 12 months after your effective date of coverage. 	<p>You receive medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medications in the 3 months just prior to your effective date of coverage;</p> <ul style="list-style-type: none"> • Or you had symptoms for which an ordinary prudent person would have consulted a health care provider in the 3 months just prior to the effective date of coverage; and • The disability begins in the first 12 months after your effective date of coverage.
Rehabilitation Benefit	See Plan Booklet	See Plan Booklet
Survivor Income	<p>Will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:</p> <ul style="list-style-type: none"> • Your disability had continued for 180 or more consecutive days; and • You were receiving or were entitled to receive payments under the plan. <p>If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.</p>	<p>Will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:</p> <ul style="list-style-type: none"> • Your disability had continued for 180 or more consecutive days; and • You were receiving or were entitled to receive payments under the plan. <p>If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.</p>
Conversion	See Plan Booklet	See Plan Booklet
Indexed of Pre-Disability Earnings	See Plan Booklet	See Plan Booklet
Waiver of Premium	YES	YES

The School Board of Broward County – Summary Buy-Up Plan

Summary Buy-Up Plan	Class II
Eligible Employees	All Other Active Full Time Employees
Benefit Amount	66.6667% of monthly earnings.
Maximum Monthly Benefit	\$3,000
Minimum Monthly Benefit	\$100 or 10% of gross disability
Eligibility Waiting Period	First pay period subsequent to date of hire that a contribution for core benefits has been made.
Elimination Period	Either 30 days or after accumulated sick time has been exhausted, whichever is greater.
Integration Method	See Plan Booklet
Disability Definition	You are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and you have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.
Partial Disability	The ability to work and earn between 20% and 80% of your indexed monthly earnings. (See Plan booklet for additional information)
Return to Work Incentive	See Plan Booklet
Maximum Benefit Duration	Less than 60 to age 65 but less than 5 years. Age 60 or older 5 years from the end of the elimination period.
Recurrent Disability	Will treat your disability as part of your prior claim and you will not have to complete another elimination period if: <ul style="list-style-type: none"> You were continuously insured under the plan for the period between your prior claim and your recurrent disability; and Your recurrent disability occurs within 6 months of the end of your prior claim.
Mental Illness/Self Reported Symptoms	24 months
Pre-Existing Condition Limitations	You receive medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medications in the 3 months just prior to your effective date of coverage; <ul style="list-style-type: none"> Or you had symptoms for which an ordinary prudent person would have consulted a health care provider in the 3 months just prior to the effective date of coverage; and The disability begins in the first 12 months after your effective date of coverage.
Rehabilitation Benefit	See Plan Booklet
Survivor Income	Will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death: <ul style="list-style-type: none"> Your disability had continued for 180 or more consecutive days; and You were receiving or were entitled to receive payments under the plan. If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.
Conversion	See Plan Booklet
Indexed of Pre-Disability Earnings	See Plan Booklet
Waiver of Premium	YES

The Superintendent is not eligible for a Buy-Up Option

Attachment B

Questionnaire

Questionnaire

1. Provide a brief (one-page or less) history of your organization.
2. In order to evaluate claims paying ability, provide your most recent Moody's and/or Standard and Poors ratings. If not current rated by any independent organizations, please explain. (This is in addition to the AM Best Financial ratings request in Minimum Eligibility).
3. Provide a copy of your organization's most recent annual report, and the most recent audited financial statements.
4. Provide the location of the office that will manage the SBBC account and provide the names of the individuals who will be responsible for all aspects of SBBC account service.
5. Please detail any merger/acquisitions involving your organization which have occurred in the last 12 month period, and any which are planned.
6. Describe your definition of successive disability.
7. Are any disabilities not covered? Please explain.
8. Do you agree to hold SBBC harmless for negligence by you or your subcontractor(s) in providing LTD benefits?
9. Provide 3 references of large employers for which you have implemented a similar program. Include at least 1 large public employer, if possible. Include for each reference:

Employer Name	Total Number of Employees in South Florida	Number of Employees Enrolled in LTD	Date Services Commenced	Contact Person	Address	Phone Number

10. Identify your company's last 3 contract terminations of similar size along with why your services were terminated:

Employer Name	Total Number of Employees in South Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number

11. What was your company's total insured LTD volume during the years 1998, 1999 and 2000?

Year	Group LTD Total Volume
1998	
1999	
2000	

12. Do you have a toll-free number available 24 hours a day, seven days a week?

13. Provide the grievance/appeals procedures for insured. Outline the steps and timeframes of the process from initiation to final resolution.

14. Describe your disability management program, including your handling of:

- ◆ Duration management
- ◆ Benefit integration
- ◆ Confidentiality
- ◆ Psychiatric claims
- ◆ Early return to work
- ◆ Closing claims missing "necessary" information. What is your organization's definition of "necessary"?

15. Describe how a long-term disability claim would flow through your organization including the steps involved in the review and points of contact with personnel.

16. Describe your Independent Medical Examiner (IME) network.

17. How do you use nurses vs. physicians for LTD management? What guidelines determine who handles a case?

18. Which claims office will handle claims for SBBC? Include the normal hours of operation. Will there be a dedicated claim unit for SBBC?

19. What are the minimum background requirements for the claim adjudicators?

20. What are your claim turnaround standards?

21. What is the maximum number of claims you allow your claims staff/case managers to be working on at one time?

22. How will you minimize fraud?
23. What systems are in place to insure quality in the management of the plan's benefits including:
- ◆ Internal audit procedures including turnaround and payment accuracy.
 - ◆ Controls for comorbidity edits.
 - ◆ Controls to identify incorrect payees, payment in excess of plan maximums, duplicate and fraudulent checks, over and underpayments and other claim processing and benefit payment discrepancies.
24. Do you have a Quality Improvement Process? If so, briefly describe.
25. Do you develop your own set of duration guidelines or clinical protocols? If yes:
- ◆ How are they maintained and updated?
 - ◆ Do your tables derive end points based on diagnostic period of recovery, functional requirements and job accommodation potential?
 - ◆ What types of statistical analyses are conducted (and how frequently) to adjust the validity of the tables?
 - ◆ Are your tables comorbidity sensitive?
 - ◆ Is there periodic review/comparative analysis of adherence to guideline-compliance percentage?
26. When do you begin RTW evaluation? What are your evaluation procedures?
27. Describe your physical and vocational rehabilitation program, including staffing, fees, procedures, and results. Please describe the use and selection of outside contractors.
28. How does your RTW program function with respect to ADA claims?
29. Provide a list of all standard reports, including report function, data elements and distribution frequency.
30. Are your current medical management and claims administration systems on-line? Do these systems interface real-time with each other? Will SBBC have access on-line or via diskette to their data?
31. Describe your appeal procedures including the timing of each step. Describe your internal audit process for claims appeals.
32. Will you provide the Form 5500 information within four months after the close of the plan year?

33. Will you prepare the W-2, W2-Cs, 1099s and issue tax statements for disability payments? Provide a sample report of this information and indicate how often these will be reported.
34. Describe how you calculate IBNR reserves including factors and reserves for claims in payment status. Does this calculation, or factors, differ in subsequent years?
35. Please describe the reserving formula used for LTD claims.
36. Describe your Social Security assistance/advocacy program, including staffing, procedures, fees, and results.
37. What is your Social Security approval rate? Appeal rate?
38. When and how are estimated Social Security offsets applied?
39. How will renewal rates be determined after the rate guarantee period? Explain your renewal formula and process including credibility, retention level, reserving and target loss ratio.
40. Indicate the number of years of experience your company has in LTD disability cost containment services.
41. Indicate the number of years of experience your company has in LTD disability claims administration services.
42. Has the Florida Department of Insurance made any complaints or inquires in the past 3 years with respect to your STD and LTD management? Please provide details.
43. Over the past 12 month reporting period, how many complaints have you had per 1,000 covered employees?

Attachment C

Financial Response Forms

Financial Response Form - Core Plan

				Optional Years	
	2002	2003	2004	2005	2006
Estimated Monthly Payroll					
Rate per \$100					
Monthly Premium					
Annual Premium					
Rate Guarantee					

Financial Response Form - Buy-Up Plan

				Optional Years	
	2002	2003	2004	2005	2006
Estimated Monthly Payroll					
Rate per \$100					
Monthly Premium					
Annual Premium					
Rate Guarantee					

Attachment D
Certificate of Coverage

Attachment E

Census Data

Attachment F

Experience Data

Attachment G

SBBC Diversity/Minority Business Enterprise Policy

Attachment H

Available SBBC Certified M/WBE

ATTACHMENT I

M/WBE Utilization Report

**The School Board of Broward County, Florida
 Minority/Women Business Enterprise Division
 600 SE 3rd Avenue, 8th Floor
 Ft. Lauderdale, FL 33301**

(954) 760-7470
 (954) 765-6974 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR Bid Number: Bid Title:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____

Date: _____

ATTACHMENT J

M/WBE Participation

ATTACHMENT K

Company's Diversity Statistics

Company's Diversity Statistics

Provide the following employment statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

Attachment L

Current Contract

Attachment M

SBBC Enrollment Form

ATTACHMENT N

Statement of “No” Response

ATTACHMENT N, STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
 Purchasing Department
 Suite 323
 7720 West Oakland Park Boulevard
 Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Attachment O

**Diskette with RFP 22-033V,
Attachments A, B and C**