



AON CONSULTING WITH:
THE ESCAMBIA COUNTY SCHOOL DISTRICT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE: **April 23, 2020** CONTACT & TELEPHONE:
JOHN DOMBROSKIE, DIRECTOR OF PURCHASING (850-469-6120)
EMAIL: JDOMBROSKIE@ECSDFL.US

RFP TITLE: **DENTAL COVERAGE** RFP NUMBER:
201901

RFP OPENING DATE & TIME:
May 22, 2020, 1:00PM Central Standard Time
NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

Aon Consulting and the School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. Aon Consulting and the School District are not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder.

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

COMPANY NAME:
MAILING ADDRESS:
CITY, STATE, ZIP:
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):
TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:
EMAIL:
HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE____ BIDNET____ DEMAND STAR____ PRIME VENDOR____
OTHER____(PLEASE SPECIFY_____)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County (the "District" or "ECSD") is seeking proposals from Dental Insurance carriers and Third-Party Administrators to provide dental plan administrative services on behalf of the five thousand four hundred (5,400) active employees and over two thousand (2,000) retirees of the District. The current plan is self-insured and currently being administered by United Group Plans (UGP). The plan is a Direct Reimbursement arrangement. A description of the District's current plan design can be found on the "Plan Design & Rates" worksheet of the provided "ECSD Dental RFP" Excel worksheet(s). Approximately \$1.2M in claims annually for five thousand nine hundred thirty (5,930) active and retired employees are processed through the plan. The District prefers a five (5) year agreement (with an initial term effective January 1, 2020 to be renewed annually) with a 3 - 5 year rate guarantee and the option to renew. It is the intention of the District to renegotiate with the then current provider to renew the agreement at the end of the agreement period. However, no guarantees can be made as to renewal of the Plan or renewal of contracts with any proposer. Terms, rates, and conditions of renewal or notice of non-renewal must be given by the service provider, in writing, no later than one hundred twenty (120) days prior to the expiration of the agreement or expiration of a rate guarantee period within a contract, if appropriate.

The District would like to review both continuing the Direct Reimbursement Plan PLUS two (2) additional options as identified in Section IV (Scope of Work/Services) and the provided worksheets. Please respond to this solicitation using the proposed plan designs illustrated in the EXCEL worksheets and utilizing the plan documents provided.

II. GENERAL TERMS AND CONDITIONS

NOTE: The terms "Contractor", "Firm" and "Responder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Only proposals from Responders who will actually perform the services requested in this RFP will be accepted. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT/INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School

District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.

- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Responder, 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 for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free

workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

- R. **REMEDIES:** Upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received include: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; and (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing by 12:00p.m. CST April 29, 2020. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> by 5:00p.m. CST May 1, 2020. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. RFP tabulations, recommendations or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules.
- X. **CONTACT:** All questions or requests for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact may be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

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

- A. **EMPLOYEE SCREENINGS:** Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32,

Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

B. HARASSMENT/DISCRIMINATION: Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

C. EQUAL OPPORTUNITY: Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.

D. THE RESPONDER AS AN INDEPENDENT CONTRACTOR: The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

E. COMPLIANCE WITH LAWS: The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses, permits and permissions necessary for the performance of the work. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

F. GOVERNING LAWS: This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

G. FEDERAL LAWS AND REGULATIONS: This agreement contains federal funds. The Contractor shall

comply with the provisions of 45 CFR, Part 74; 2 CFR, Part 200; and other applicable regulations.

H. HIPAA AND FERPA REGULATIONS: The Contractor will follow health care information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

I. EXAMINATION OF RECORDS: The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of seven (7) years after final payment under this agreement or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings.

J. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: Pursuant to Section 119.0701, Florida Statutes, any contract entered into pursuant to this RFP will require the successful Responder to comply with all public records laws, including the obligations to:

1. Keep and maintain public records required by the District to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL DISTRICT OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850) 469-6131, NROSS@ECSDFL.US , OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

- K. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or agency has been employed or retained to solicit or secure a contract pursuant to this RFP upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul the contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
 2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
 3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
 4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.
- L. **SAFEGUARDING INFORMATION:** Contractor will not use or disclose any information concerning a recipient of services under this agreement for any purpose not in conformity with the state regulations, federal regulations and the Board's policies except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

M. MISCELLANEOUS:

1. The submission of a proposal shall be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
2. The Responder shall furnish the District such additional information as the District may reasonably require.
3. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
4. The District reserves the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
5. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
6. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

- N. EX PARTE COMMUNICATION:** Whether verbal or written, by any potential Responders or representative of any potential Responders to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' proposal.

Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this RFP with District Board members is also prohibited and may result in the disqualification of the Responders.

Any current contractor meetings with District staff or administration shall be limited to current services, or problems and concerns, it being understood that at no time shall there be any conversation regarding the RFP.

IV. SCOPE OF WORK/SERVICES

- A. DISTRICT OBJECTIVES:** The District needs to solicit proposals from Dental Insurance carriers and Third-Party Administrators to provide dental administrative services on behalf of 5,400 employees and over 2,000 retirees of the District. The current plan is self-insured and being administered by United Group Plans. The current plan is a Direct Reimbursement arrangement. However, the District would like to review both continuing the Direct Reimbursement Plan PLUS two (2) additional options as identified in this scope of work/services. The District prefers a five (5) year agreement (to be renewed annually) with a 3-5 year rate guarantee with the option to renew. The initial term of the Agreement will begin January 1, 2021 and end December 30, 2021. After the initial term, follow-on Agreement terms will run January 1 through December 30.

Goals And Objectives Of This RFP Include:

- District's dental plan be cost effective. Costs shall include all expenses associated with the operation of each program type offered. The District prefers a multi-year agreement with firm pricing for as long

as possible.

- Exploring other service models to increase efficiency and reduce costs relative to the District's Dental Plan
- Flexible and highly responsive contractual relationship with supplier of these services

B. **PROGRAM OVERVIEW:** The District is currently contracting for services. SEE RELATED "DATA FOR PROPOSERS" and "INFORMATION FOR PROPOSERS" FILES FOR AMPLIFYING INFORMATION REGARDING THE CURRENT PLAN DISCUSSED ABOVE. THESE FILES ARE AVAILABLE, FOR DOWN LOAD, FROM THE DISTRICT'S WEBSITE AT: <http://ecsd-fl.schoolloop.com/purchasing/bids>

1. Agreement Term:

The District shall select a firm to provide dental administrative services for one (1) year commencing January 1, 2021. The Agreement may with School Board approval and subject to the availability of lawfully appropriated funds for each District fiscal year thereafter be renewed for four (4) more additional one (1) year periods, unless the District provides notice (in the District's sole discretion) to not renew the Agreement. In accordance with Florida Statute 1011.14, after the initial five (5) years, the agreement may then renew thereafter in additional one (1) year terms for up to five (5) more years, subject to the current laws for that renewal term, Board approval and funding availability under the same terms and conditions as mutually agreed to and duly executed in writing. Note: The District's written notice of non-renewal shall be delivered not less than one hundred twenty (120) days prior to the Agreement anniversary date.

An "Agreement Year" is defined as January 1 through December 30.

2. Monitoring:

Contractor will provide reports, including data reporting requirements as specified in the "**ECSD Dental RFP**" **worksheets**. These reports will be used for monitoring progress or performance of the contractual services. THE WORKSHEETS ARE AVAILABLE, FOR DOWN LOAD, FROM THE DISTRICTS WEBSITE AT: <http://ecsd-fl.schoolloop.com/purchasing/bids> .

Contractor will permit persons duly authorized by the Board to inspect any records, papers, or documents, to be assured of satisfactory performance of the terms and conditions of this agreement. Following such inspection, the District may deliver to the Contractor a list of its comments with regard to the manner in which said Services are being provided. The Contractor will rectify all noted deficiencies provided by the School District of Escambia County (District) within the specified period of time set forth in the comments, or provide the Board with a reasonable and acceptable justification for not correcting the noted shortcomings. The Contractor's failure to correct or justify within a reasonable time as specified by the Board may result in the withholding of payments, being deemed in breach or default, or termination of this agreement.

3. Monthly Billing:

The Contractor shall assure that all monthly invoices for all services performed are accurately and completely compiled prior to submission to the District's Risk Management Director for approval and remittance. The District will make payments in one of two methods - either check or credit card. Upon award, the Contractor shall submit by the 15th day of the following month to the District's Risk Management Director an invoice for the Monthly Fee as set forth herein covering the period of the current month, which invoice shall be in form and content and shall contain such detail as mutually agreed upon by the parties. Payment of all such invoices by the District to the Contractor shall be due in accordance with the requirements of the Florida Prompt Payment Act set forth in Part VII, Chapter 218, Florida Statutes, as amended (the "Act"). The Contractor agrees to provide the District

written notice of non-payment after the “due date” specified in the Act and thereafter allow the District ten (10) business days to cure such non-payment. If the District fails to provide payment to Contractor after receipt of the Contractor’s ten (10) business day notice, such failure shall be an event of default and the Contractor may then terminate the Agreement upon written notice to the District and pursue any and all remedies available to it.

4. Return of Funds:

Contractor will return to the Board any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement that were disbursed to the Contractor by the District. The Contractor shall return any overpayment to the Board within fifty-five (55) calendar days after either discovery or notification of the overpayment. In the event that the Contractor or its independent auditors discovers an overpayment has been made, the Contractor shall repay said overpayment within fifty-five (55) calendar days without prior notification from the Board. In the event that the Board first discovers an overpayment has been made, the Board will notify the Contractor by letter of such finding. Any such excess funds will be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the District.

5. Final Invoice:

The Contractor must submit the final invoice for payment to the District no later than January 15, following the end of that contract year. If the Contractor fails to do so, all right to payment is forfeited, and the Board will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until all evaluation and financial reports due from the Contractor and necessary adjustments thereto, have been approved by the District.

6. Implied Services:

If any services, functions, or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. The Contractor shall be responsible for providing the resources, as necessary to provide the Services.

7. Reports:

Representatives of the District and the Contractor will meet on a regular basis to review the Contractor's performance of the Services and generally to review the results of operations under the Agreement. The District and the Contractor will agree upon the formats for any desired reports, and the Contractor will provide the reports at a frequency and in a format mutually agreed upon by the parties.

8. Executive Joint Review:

The Contractor and the District agree to meet quarterly (either in person, via video conference or telephone conference) or at such frequency that the District determines at a time and place to be determined.

V. PROPOSAL FORMAT AND EVALUATION CRITERIA Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

All proposals must be received no later than 1:00 p.m. CST, on May 22, 2020. If a proposal is transmitted by US Mail or other delivery medium, the Responder will be responsible for its timely delivery **to the Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, Attn: RFP #201901.** Any proposal received after the stated time and date, or at other location, will not be considered but will be retained by the District.

Original hardcopies of completed required forms and one (1) copy of your completed “ECSD Dental RFP” spreadsheets on a portable flash drive (“Jump Drive”) in Microsoft EXCEL format must be delivered in a sealed envelope and clearly labeled **"REQUEST FOR PROPOSAL: DENTAL COVERAGE"** on the outside of the package. The legal name, address, Responders' contact person, and telephone number must also be clearly annotated on the outside of the package. Once accepted, all proposal packages become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Responder.

Please follow the “script” below for your proposal submittal as this will allow the District to better evaluate / compare your company’s capabilities with our needs. Responses shall contain all information required to be included in the response as described herein. Thank you in advance for your cooperation.

In order to maintain comparability and facilitate the review process, it is requested that responses be organized in the manner specified below. Include all information in your response. Proposals received which do not contain ALL items listed in this Section V will be considered non-responsive.

Each response shall include the following:

To Be provided as an original hard copy document:

- ✓ Signed Letter of Transmittal providing the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. The Letter will also include an express agreement to meet the performance specifications in this Request for Proposal and a positive commitment to meet indicated deadlines.
- ✓ REQUIRED RESPONSE FORM (Page one (1) of RFP): Printed, with all required information completed, and all original signatures as specified. Any modifications or alterations to this form shall not be accepted and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- ✓ Addenda Acknowledgement (if applicable): Completed and signed by an authorized officer of the company. And, any additional information if requested.
- ✓ REQUIRED ATTACHMENTS: The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return a hard copy with your flash drive. Failure to do so may result in the rejection of the Agreement and the proposed services.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (Attachment A).

DRUG FREE WORKPLACE (if applicable see Attachment B).

STATE OF FLORIDA VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS
(see Attachment C).

OFFICER'S STATEMENT (see ECSD Dental RFP, Officer Statement tab.)

To Be provided on your flash drive:

Your completed "ECSD Dental RFP" spreadsheets must be provided on a portable flash drive ("Jump Drive") in Microsoft EXCEL format along with any attachments that you are being asked to provide about your firm. An explanation of each attachment that you are required to provide appears in the Questionnaire; please be sure to follow the naming conventions that are provided for each

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. **Any questions or requests for clarification regarding this RFP shall be submitted to Mr. John Dombroskie, Purchasing Director, in writing at the address as shown on the first page of this document or via e-mail at jdombroskie@ecsdfi.us** The deadline for such questions or requests will be 12:00 p.m., CST on Wednesday, April 29, 2020 unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

Additions, deletions or modifications to information contained in the RFP document as a result of questions received by interested Contractors will be presented to all potential Responders by means of a written addendum, if necessary. **Any Addenda issued for this RFP will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING A RESPONSE,** it shall be the sole responsibility of each firm to contact the Purchasing Department's Director, or visit the Purchasing Department's web pages (<http://ecsd-fl.schoolloop.com/purchasing/bids> see the "Current Bid Activity" page) after 5:00 pm Central Time Friday, May 1, 2020 to determine if any Addenda was issued and, if so, to obtain such Addenda. The Contractor shall acknowledge receipt of all Addenda by signing and enclosing said Addenda with their response.

Any proposal may be withdrawn prior to the date and time the proposals are due. Upon completion of the award process and within five (5) business days of the Escambia County School Board's completion of the award process at its duly called meeting, the successful Contractor shall cause the delivery of the required insurance certificate (see Section XIV of this RFP).

VI. TIME SCHEDULE

The District will attempt to adhere to the following time schedule:

Thursday, April 23, 2020, RFP Distribution
Tuesday, April 28, 2020, Vendor Letter of Intent Due
Wednesday, April 29, 2020, at 12:00 p.m. CST, Deadline for Questions
Friday, May 1, 2020, at 5:00 p.m. CST, Answers to any Questions Posted to District website,
Final Addendum Issued (if applicable)
Friday, May 22, 2020, at 1:00 p.m. CST, Proposal Opening
Thursday, June 25, 2020, Initial Evaluation Committee Meeting (Subject to change)
Tuesday, July 21, 2020, School Board Approval of Award
TBD, School Board Approval of Agreement
Friday, January 1, 2021, Agreement Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of an award recommendation of the District's website.

VII. EVALUATION CRITERIA AND AWARD

- A. PROPOSAL EVALUATION PROCESS:** Proposals are received and publicly opened. Only names of Responders are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the Agreement before recommendation of award. This interview is to be based upon the written proposal received. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.

Responders are advised to provide their best offer with the initial proposal because the District reserves the right to award an Agreement based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable agreement between the District and the selected Responders cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate and execute an Agreement with the next-ranked Responders.

The District reserves all rights, in its sole discretion, not to issue an award to any Responders, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award to the School Board. The School Board will then approve or reject the recommendation.

- B. DISTRICT'S RIGHTS AND RESERVATIONS:**

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Agreement, to require Responders(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Responders or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Responders. If an agreement cannot be reached with the highest rated Responder(s), the District reserves the right to negotiate and recommend award to the next highest ranked Responder or subsequent Responder(s) until an agreement is reached.

VIII. TERMINATION, SUSPENSION, AND REMEDIES

- A. The District reserves the right to terminate any Agreement resulting from this RFP, at any time and for any reason upon giving a minimum of one hundred twenty (120) days prior written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The District will only be required to pay to the Contractor that amount of the Agreement actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payment of the Agreement fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of the District's termination of the Agreement, the District (in its sole election) may also require the Contractor to provide the Transition Assistance set forth in Section VIII C of this RFP.
- B. In the event any of the provisions of the Agreement are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten calendar (10) days), the District may terminate the Agreement. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election. If Contractor is unable to reasonably cure a deficiency within ten calendar (10) days after receiving the District's notice notwithstanding Contractor's continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty calendar (30) days after receipt of the District's notice. Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Agreement.
- C. In order to provide transition assistance to the District in the event that the Agreement is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one (1) calendar month, plus two (2) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Agreement (the "Transition Assistance"). The provisions of this section will not apply if the Agreement is terminated by the Contractor based on an uncured event of default by the District as set forth in Section IV B 3 of this RFP.

- D. District representative(s) will determine the Contractor's compliance with the Services set forth in this RFP. The District representative will record deficiencies (whether unperformed or inadequately performed Services) and communicate the same to the Contractor via a procedure to be developed by the Contractor and the District. If the deficiency is failure to perform a recurring Service, then Contractor shall notify the District representative that the deficiency was corrected within seventy-two (72) business day hours after Contractor's receipt of the District's initial notice.

Deficiencies and the correction periods will be measured monthly for compliance and discussed at the Executive Joint Review. In the event certain Services are identified that were not performed and were not cured according to the procedures and timing set forth above or otherwise excused at the District's discretion, then the District will withhold \$250.00 for each incident from the District's monthly Fee payment. When the District remits payment of the monthly Fee that deducts a portion of the payment for unperformed Services as set forth herein, the District shall also remit a schedule outlining the offset for each particular Service that was not performed.

- E. Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of the Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under the Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Agreement. Except as otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- F. In the event funds to finance this Agreement become unavailable, the Board may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Board shall be the final authority as to the availability of funds.

IX. DEFAULT

In the event that the Contractor breaches the Agreement, then the District reserves the right to seek any and all remedies in law and/or in equity.

X. LEGAL REQUIREMENTS

- A. It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- B. Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

C. Representations and Warranties.

1. The Contractor warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Agreement in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Agreement whether or not such specified in the Agreement and Exhibits. The Contractor further warrants that the execution and delivery of the Agreement and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

2. The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Agreement.

3. Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

4. Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith.

5. Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

D. Miscellaneous. The Agreement to be awarded pursuant to this RFP shall be further governed by the following:

1. This RFP and any Agreement resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Agreement shall lie exclusively in the jurisdictional courts in and for Escambia County, Florida.

2. The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

3. Contractor will pay the District's reasonable attorneys' fees and costs for any matter arising under Section XIV of the RFP.

4. Should any provision of the Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall remain valid and in full force and effect.

5. Nothing set forth in any provision of the Agreement shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity.

6. The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

7. The Article and Section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

8. The Contractor is, and shall at all times be, an independent contractor under the Agreement and not an agent of the District. Nothing in the Agreement nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Agreement shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

9. The Agreement is entered into solely between, and may be enforced only by, the District and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

10. Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

11. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Agreement and continue in full force and effect.

12. All media releases, public announcements, and public disclosures by either Party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release.

13. Time is of the essence in the Agreement. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

XI. FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

XII. CONFLICT OF INTEREST

- A. The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

All Responders must disclose the name of any officer, director, or agent who is also an employee of the District. All Responders must also disclose the name of any District employee who owns, directly or indirectly, any interest in the Responder's business or any of its branches.

B. Non-Collusion Statement /Public Domain

I, the Responder, attest that I have not divulged, discussed, or compared this proposal with any other Responders and have not colluded with any other Responders in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

XIII. INSURANCE REQUIREMENTS

- A. The Contractor shall furnish proof of the following insurance to the Board by Certificate of Insurance:

The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insureds under the policy or policies.

The Contractor shall provide Certificates of Insurance to the District's Purchasing Director at 75 North Pace Blvd., Pensacola, FL 32505, prior to the start of any work under this Agreement.

The Contractor's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this Agreement.

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

The Contractor must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A. M. Best Company.

With respect only to Workers' Compensation insurance, the Contractor must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.

Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Contractor employees employed in connection with this Agreement and Employers' Liability Insurance with minimum limits of \$1,000,000 per occurrence.

Comprehensive General Liability Insurance: The Contractor shall procure and maintain for the life of the

contract/agreement, Comprehensive General Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the Agreement. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

Business Automobile Liability: The Contractor shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Contractor does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

XIV. INDEMNIFICATION / HOLD HARMLESS

- A. The Contractor shall indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and 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 there from, 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 Contractor or it's subcontractor, or other party directly or indirectly employed by the Contractor for whose acts may be liable in performance of the work; or

Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or

Liens, claims or actions made by the Contractor of any subcontractor or other party performing the work.

- B. The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any cost or expense, including attorney's fees, incurred by the Board to enforce the Agreement shall be borne by the Contractor.
- D. The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Florida Statute.

XV. PUBLIC RECORDS LAW

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract/agreement awarded by the District.

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Responders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

XVI. PERMITS AND LICENSES

The Contractor will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

XVII. PUBLIC ENTITY CRIMES

The Responder certifies by submission of this RFP, 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. The Contractor will execute and include in their proposal the appropriate federal debarment certification form (Attachment A).

XVIII. ASSIGNMENT OF AGREEMENT AND/OR PAYMENT

The Contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of the District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal. Should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors hereunder, prior written approval by the District (in its sole discretion) shall be required.

The Contractor herein shall not assign payments under the Agreement or agreement without the prior written consent of the District.

XIX. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP or contract may file a protest in accordance with the rules set forth herein.

- A. The District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B. The services that are the subject of this Request for Proposal are essential to the operations of the District, the School Board in order to assure continuation of services may direct the award

recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Purchasing and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential services/materials on an as needed basis.

- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Department. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
 - 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
 - 2. Failure to file the Notice of Protest, formal written protest and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Department.
- E. Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within (30) days.
 - 1. The parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the parties. All parties have the right to present oral argument and to cross-examine opposing witnesses. All parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.

2. The ALJ shall render his findings of fact and ruling of law. Each party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.

3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.

4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges the Protest Bond will be returned to the Protester.

ATTACHMENT A

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

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

ATTACHMENT B
DRUG FREE WORKPLACE

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

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

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

Vendor's Signature _____

ATTACHMENT C

**State of Florida
Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

THE “DATA FOR PROPOSERS” and “INFORMATION FOR PROPOSERS” FILES PROVIDE AMPLIFYING INFORMATION REGARDING THE CURRENT PLAN. THESE FILES, AS WELL AS THE NECESSARY WORK SHEET(S) ARE AVAILABLE FOR DOWN LOAD FROM THE DISTRICTS WEBSITE AT: <http://ecsd-fl.schoolloop.com/purchasing/bids>