



## Invitation to Negotiate (ITN)

Leon County Schools  
Purchasing Department  
3397 West Tharpe Street  
Tallahassee, Florida 32303  
[purchasing@leonschools.net](mailto:purchasing@leonschools.net)

### **Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs ITN 268-2025**

ITN Released: December 18, 2024

Deadline for Questions\*: January 9, 2025

Replies Due\*: 2:00 p.m. on January 28, 2025

Jennifer Smith

Procurement Officer

*\*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)*

# ITN Timeline

ITN Process Steps	Date and Time	Location (if applicable)
Release of ITN	December 18, 2024	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Written Questions Due	January 9, 2025	Submit to: Jennifer Smith, Procurement Officer Subject: ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	January 16, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Sealed Replies Due and Opened	January 28, 2025	Submit to: Leon County Schools Purchasing Department Attn: Jennifer Smith, Procurement Officer ITN: 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Reply Opening</i>
Evaluation Team Meeting	January 30, 2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	February, 2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	March 5, 2025	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> .
Anticipated Date the District will Advertise its Notice of Board Decision	March 18, 2025	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com">https://www.demandstar.com</a>

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# SECTION 1: Key Information

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## 1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed Replies from interested, available, and qualified firms to obtain Third-Party Administration (TPA) services for the District’s Liability and Worker’s Compensation Programs.

- a. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



## 1.2 Respondent Qualifications

Respondents shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The Respondent shall have a minimum of three (3) years experience within the last five (5) as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker’s Compensation programs for commercial or governmental customers of the same nature as those sought by the District.
- b. The Respondent shall have experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
- c. The Respondent shall have experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.



## 1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Reply.
- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing,

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deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

**e. The District's Procurement Officer**

**Name:** Jennifer Smith, Procurement Officer

Purchasing Department

Leon County Schools

397 W. Tharpe Street

Tallahassee, FL 32303

**Telephone:** (850) 488-1206

**Email:** [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

- f. The Respondent shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITN. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent.



## 1.4 Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
  1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation.
- f. Respondents must use Attachment I (Cost Reply Form) to submit pricing. Respondents shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. **Respondents should thoroughly review their Reply before submission to ensure the Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.**
- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

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- j. The District may reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Reply rejected for failure to meet these requirements will not be evaluated further:
1. The Respondent's Reply shall demonstrate that it is duly licensed in the State of Florida and has a minimum of three (3) years within the last five (5) years as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District.
  2. The Respondent's Reply shall demonstrate experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
  3. The Respondent's Reply shall demonstrate experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.
  4. The Respondent must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.), Section 218.39, Florida Statutes, (F.S.) as defined in Chapter 10.800, Rules of the Auditor General; and
  5. The Respondent shall complete and submit Attachment I, Cost Reply Form, Attachment II, Required Provisions Certification, Attachment III, Notice of Conflict of Interest, Attachment IV, Respondent Contact Information, and Attachment V, Respondents' References.
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## 1.5 Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the ITN number and the date and time of the Reply opening clearly marked on the sealed envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**
  - b. Respondents must mail or otherwise deliver their Replies to the following address:  
**Leon County Schools**  
**Purchasing Department**  
ITN 268-2025 Third-Party Administrator (TPA) for the Self-Funded Liability, and Workers' Compensation Programs  
Attn: Jennifer Smith, Procurement Officer  
3397 W. Tharpe Street  
Tallahassee, FL 32303
  - c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the Reply opening. **Late Replies will not be accepted.**
  - d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
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- e. Submit one (1) signed, original Technical Reply, five (5) additional hardcopies, and five (5) electronic copies of the Technical Reply in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
  - f. Submit one (1) signed, original Cost Reply (Attachment I), three (3) additional hard copies, and one (1) electronic copy of the Cost Reply in searchable PDF format on an electronic storage device or flash drive (not password-protected). The original Cost Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
  - g. The signed original Replies shall be clearly marked as “Original,” and the hardcopies shall be numbered one (1) through five (5).
  - h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
  - i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.
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## 1.6 Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
  - b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed, addressed, or not correctly identified with the ITN number.
  - c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents.
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## 1.7 Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time, and by doing so, it assumes no liability to any Respondent.
  - b. The District reserves the right to reject any Replies received in Reply to this ITN.
  - c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
  - d. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in Reply to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.
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## 1.8 Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

**Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.



## 1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [bidprotests@leonschools.net](mailto:bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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# SECTION 2: Scope of Work

## 2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher grade levels.

## 2.2 Procurement Overview

The Leon County School Board is a state-qualified Self Insurer. The School Board is self-insured for both the Workers' Compensation and Third-Party Liability program.

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

Excess loss insurance is maintained with Risk Management Associates, Inc., 300 North Beach Street, Daytona Beach, FL 32114. The program design focuses on high deductible insurance covering property, general liability employee benefits liability, automobile liability, public official's errors and omissions liability, and workers' compensation. The School Board's self-insured retention ranges from \$25,000 to \$500,000.

The District intends to provide both equitable and efficient service in processing every claim presented to us. The District controls costs by aggressively managing claims. The Risk Management staff actively participates in investigations, depositions, hearings, and trials. The School Board believes that a cooperative effort between the Risk Management Department and the third-party administrator is the most cost-effective way to manage claims. The scope of work outlined in this ITN establishes the minimum requirements to be provided by the Awarded Contractor (awarded TPA).

## 2.3 Contract Term

The expected Contract terms and options to renew are:

Description	Time Period
The initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years
Contract Extension (if needed)	180 Days or portions thereof

## 2.4 Compensation

The District is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Cost Reply, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining the best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

To ensure the District obtains services at the best value, the Board reserves the right to consider alternate pricing models or service offerings during the negotiation phase of the ITN process. A Vendor may propose innovative solutions or alternate pricing models in TAB F of their Reply.

## 2.5 Goals and Objectives

- a. To establish a cost-efficient contract that provides high-quality claims administration for the Districts' workers' compensation and liability programs.
- b. To determine the combination of services, and pricing terms preferred by the District, and anticipated to provide the best overall value;
- c. Use various pricing guarantee methodologies and amounts at risk to ensure continued price competition throughout the initial and renewal years of the contract;
- d. To leverage and require vendor's commitment to more favorable claims administration; and
- e. To ensure the best value for the District to include TPA fees and minimum loss ratios.

## 2.6 Scope of Work

The services will include, but are not limited to the following:

- a. Administrative Services;
- b. Settlement Consultation;
- c. Litigation Management;
- d. Banking Procedures;
- e. Loss Fund Reconciliation;
- f. Workers' Compensation Claims Services;
- g. Workers' Compensation First Notice of Injury Services;
- h. Workers' Compensation Network Access Services;
- i. Workers' Compensation Medical Bill Review, Cost Containment and Audit Services;
- j. Workers' Compensation Pharmaceutical Benefit Management Services;
- k. Third- Party Liability Claims Services;
- l. District Administered Claim Services;
- m. First Party Claims Services; and
- n. Loss Statistic Services.

### **2.6.1 Administrative Services**

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

### **2.6.2 Settlement Consultation**

- a. All proposed settlements must be approved or within previous written guidelines by the District prior to the initiation of settlement discussions with the claimant or the claimant's attorney. A written settlement advisory may be required prior to the start of any settlement negotiations.
- b. At the discretion of the District regular conferences shall be held (either telephonic or in-person) between representatives of awarded TPA, the District and the District assigned Attorney to discuss the status of pending or proposed settlements of claims.
- c. If requested, the settlement Reply shall be in written form, and shall provide specific information relative to the basis for the proposed settlement, which must include, but may not necessarily be limited to, the following:
  - d. Fact scenario, including a detailed description of the accident;
  - e. Investigation summary;
  - f. Documented damages/injuries;
  - g. Statutory requirements relative to the settlement, including any applicable case law; and
  - h. Calculations on which the settlement recommendations are based.

### **2.6.3 Litigation Management**

- a. Defense counsel will be a board-assigned counsel.
- b. If requested, the adjuster must conduct a litigation planning session with defense counsel in order to develop a strategy for the management of the claim in the most efficient and economical way. The adjuster must work closely with Board assigned counsel to attend hearings, depositions and other proceedings when requested by the Risk Management Department. During the planning session, with defense counsel, the adjuster must address the following subjects:
  - i. Case Management Goal;
  - ii. Should the case be settled;
  - iii. Should the case be defended;
  - iv. What additional facts are needed;
  - v. The investigation to be conducted by the adjuster including target dates;
  - vi. Activity to be conducted by defense counsel including target dates;
  - vii. Expense Estimates to include:
    - Pleadings
    - Depositions
    - Trial Preparation
    - Subject Matter experts
  - viii. Billings should be itemized on a per claim basis, by date, activity, hourly rate, and time. They should be forwarded to the adjuster monthly. The adjuster must review each bill for accuracy;
  - ix. If the case is in litigation, any additional investigation/discovery that can be completed by the adjuster, shall be completed by the adjuster, and not by the defense attorney and/or his/her staff. Discussions with the attorney regarding additional investigation needs shall be documented within the claim file, and specific steps to be taken by the claim staff shall be noted and followed, with copies sent to the District. The following information shall be included:
    - Evaluation of compensability/liability
    - An analysis of applicable case law
    - Consideration of mitigating or aggravating circumstances: Once suit is filed, regular contact shall be made with defense counsel on an agreed upon schedule, with all correspondence sent to the District.

### **2.6.4 Banking Procedures**

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

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

#### **2.6.5 Loss Fund Reconciliation**

The District will establish a separate loss fund impress account for the payment of claims and claims adjustment expenses as provided by Florida Statute, Section 136.091. The loss fund will be periodically reimbursed by the District on the basis of the amount of claims actually paid during a given period. The bank account will be at a bank chosen by the District and will be titled (TPA'S name) as agent for the District. The TPA will be required to provide data on loss fund disbursements.

#### **2.6.6 Worker's Compensation Claims Services**

TPA is required to provide the following claims services:

- a. Establish reporting procedures which are compatible with the needs and organizational structure of the District.

- b. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients pre-printed thereon.
- c. Provide customer toll-free phone line for employees.
- d. Prepare and follow service instructions that have been approved by the District in the handling of the District's claims.
- e. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the injured worker's supervisors.
- f. The District may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.
- g. The District may select specific vendors and develop pricing schedules for outside professional services.
- h. The TPA must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.
- i. The TPA must agree to work collaboratively with these outside professionals.
- j. Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.
- k. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- l. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file note within forty-eight (48) hours after the hearing, deposition, mediation or other proceeding.
- m. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the District's representative.
- n. While working in conjunction with the District assigned counsel, aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the District.
- o. Periodically as appropriate, the TPS shall review all open cases in order to assist in the handling and potential settlement of the cases. Such reviews shall include a written plan of action and review and verification of outstanding reserves. A written summary of the review shall be provided by the TPA to the District within ten working days after the end of the period for which the report is being made.
- p. Aid in communications/coordination with the District's safety staff as necessary including providing claims data needed to target safety, prevention and loss reduction initiatives.
- q. Conduct adequate, timely and complete 48 hour contact investigation of claims regardless of exposure (24 hours from when first notice is given to TPA).
- r. Develop and follow appropriate written policies when:
  - i. The injured employee requests a second opinion,



- ii. Medical evaluation is questioned, or
- iii. Grievance report is filed.
- s. Subject to the direction of the District, handle, as appropriate, the scheduling of independent medical examinations
- t. Follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.

#### **2.6.7 Worker's Compensation First Notice of Injury Services**

TPA is required to provide the following First Notice of Injury services:

- a. Provide twenty-four (24) hour telephonic and internet based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. TPA must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the District.
- b. Receive and examine on behalf of the District all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the District, provide immediate referral to specialty medical providers for injuries.
- c. Coordinate data between first report of injury and claims administration system.
- d. The on-line claim security shall permit on-line input of accident reports by District staff.

#### **2.6.8 Worker's Compensation Network Access Services**

TPA is required to provide the following network access or Physicians that accept Worker's Compensation patients, and development services:

- a. Provide the District access to a provider network, or Physicians that treat injured workers, that contains appropriate providers. The District is interested in working with the Respondent to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of the District's injured employees. Key specialties include internists, orthopaedics, neurology, neurosurgery, occupational medicine, pulmonology, Infectious disease, ear/nose/throat, allergists, psychiatry and psychology.
- b. Assist the District in the development of a custom panel of key providers, particularly in key specialties.
- c. Provide reporting regarding network access, provider costs and outcomes.

#### **2.6.9 Worker's Compensation Medical Bill Review, Cost Containment and Audit Services**

TPA is required to provide the following medical bill review and audit services:

- a. Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
  - i. Duplicate billings;
  - ii. Unbundling of charges;

- iii. Upcoding of charges; and
  - iv. Approval and appropriate precertification.
- b. Review all medical bills that:
  - i. Are not subject to fee schedule coding;
  - ii. Are for services not specifically addressed in the fee schedule;
  - iii. Need an in-depth medical interpretation of the rules and regulations; and
  - iv. In the exercise of professional judgment, specifically warrant review.
- c. Process, pay and mail bills within State of Florida guidelines.
- d. Apply appropriate network discounts.
- e. Reimburse the District for any overpayments made in the bill review process, within thirty (30) days of identification of overpayment.
- f. Medical Auditing Services:
  - i. Audit all in-network and out-network hospital/provider bills exceeding five-thousand (\$5,000.00) dollars.
  - ii. Develop and follow written policies on how late charges, no show charges and special payment arrangements are to be handled.
- g. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to medical providers.
- h. Develop and follow written grievance procedures for provider concerns.
- i. Provide medical cost containment strategies.

#### **2.6.10 Worker's Compensation Pharmaceutical Management Services**

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

#### **2.6.11 Third Party Liability Claims Services**

TPA is required to provide the following claims services:

- a. Establish reporting procedures which are compatible with the needs and organizational structure of the District.
- b. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients pre-printed thereon.
- c. Be available on a twenty-four (24) hour basis, and provide immediate Reply to claims investigation requests through use of email or cellular telephones.
- d. Prepare and follow service instructions that have been approved by the District in the handling of the District's claims and catastrophe claims.
- e. Provide proper investigation of third-party claims as directed by the District.

- f. Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.
- g. The District may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.
- h. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
- i. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the District shall provide a written report to the District within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to the District within ten working days after the hearing, deposition, mediation or other proceeding.
- j. Pay in a timely fashion all claims and expenses pertaining to the District's claims.
- k. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation.
- l. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the District. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the District for Automobile Physical Damage losses.
- m. Periodically as appropriate, but at least every six (6) months, review all open cases in order to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the District within ten (10) working days after the end of the period for which the report is being made.

#### **2.6.12 First Party Claims Services**

TPA is required to make available, on an as needed basis, First Party Claims services to include assistance with automobile physical damage claims and also assistance with claims involving physical damage to property other than automobiles. Such First Party Claims services shall be provided solely at the request of the District.

#### **2.6.13 Loss Statistic Services**

- a. The TPA is required to provide the District with the ability to access comprehensive on-line, real-time electronic claim information data, including reporting capabilities, at no additional cost to the District.
- b. The TPA is required to provide the District with the ability to download and print regular reports, as agreed upon by the parties, in such a format as is acceptable to the District.
- c. The TPA shall provide the District with real-time electronic access to all claim files, including all adjuster notes, supervisory notes, case management notes, diary items, payment records, medical bills and expense bills. Respondents should detail how this access to claim files will be provided. The Reply evaluation process may include review of the adequacy of proposed systems. The District shall be entitled to appoint up to thirty (30) designees to obtain full access to all District claim information in TPA's electronic claims management system for no additional charge.

- d. The TPA shall provide District employees passwords in order to give them access to TPA's electronic claims management system for the purposes of entering claims information. There shall be no limit to the number of passwords provided for this purpose.

## **2.7 Obligations Not Terminated by the Contract Period**

- a. The Awarded TPA shall be required to provide service on all claims occurring during the contract period and until six (6) months after the termination of the contract (including renewals, extensions, or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The Respondent's proposed fee shall include the full consideration for such continuing obligations, and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.
- b. The Awarded TPA shall be required to cooperate and facilitate any transition of services that may be required as a result of this contract award.

## **2.8 Negotiated Items**

- a. Any item not outlined in the Scope of Services may be subject to negotiations between the District and the successful Respondent.
- b. After award of this Reply the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- c. At contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., to this contract if the District, in its sole judgment, considers such adjustments to be in the best interest of the District.

## **2.9 Performance Guarantees**

TPA shall comply with the Performance Guarantees as detailed below.

- a. TPA shall submit Performance Guarantee Reports detailing compliance with all agreed upon Performance Guarantees and applicable percentages on an annual basis, and must be submitted as of the end of the District's fiscal year.
- b. The liquidated damages resulting for failure to meet the agreed upon Performance Guarantee percentages will result in a \$1,500 reimbursement to the District for every full percentage point and \$150 for each tenth of a percentage point below the compliance benchmark. The TPA will make full payment to the District within 90 days of the submission of the Performance Guarantee Report to the District.
- c. The District has identified the following specific areas for the TPA to guarantee performance for Worker's Compensation Claims.
  - i. Claims must be assigned to an adjuster within 24 hours of the claim being electronically reported.
  - ii. The District must be notified at least fourteen (14) days prior to adjuster replacements.
  - iii. If requested, Subrogation evaluation is completed on every claim reported within fourteen (14) calendar days.
  - iv. Attempted contact with the claimant within forty-eight (48) hours of claim assignment on all medical and lost time claims.

- v. If requested, each open claim file will include a detailed plan of action. The plan of action will be written within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
- vi. Reserve evaluations will be completed within fourteen (14) calendar days of the claim notice and will be updated, at minimum, every ninety (90) calendar days.
- vii. Authorization and appointment set for appropriate medical care, such as specialist referral and diagnostic test referral, within three (3) business days of request.
- viii. Adjuster and supervisor diaries must be maintained and checked as follows:
  - 1. Worker's compensation claims; adjusters every thirty (30) calendar days,
  - 2. Supervisors every sixty (60) calendar days.
- d. The District has identified the following specific areas for the TPA to perform for Liability Claims.
  - i. Claim must be assigned to an adjuster within twenty-four (24) hours of an e-mail from Risk Management.
  - ii. Supplementary claims information, photographs, and other related claims materials are to be placed in the correct claim file within seven (7) working days.
  - iii. Reserve evaluations will be completed within five (5) working days after claim assignment and reviewed every ninety (90) days.
  - iv. Each claim file may include a detailed plan of action. The plan of action will be written within fourteen (14) days of the claim assignment and will be updated, at a minimum, every ninety (90) calendar days.
  - v. Invoices and settlement payments will be processed within seven (7) days of receipt.
  - vi. Responses to Pre Settlement Notices must be completed within thirty (30) days.

## 2.10 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Respondent(s) performance under the Contract and in determining compliance with Contract terms and conditions.

- a. On-site reviews of work performed;
- b. Documentation/review of timely Reply to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Successful Respondent within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Respondent(s) the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Successful Respondent shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in Reply to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the

Successful Respondent. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Successful Respondent shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

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## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB, or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

#### a. TAB A: Respondents Profile and Submittal Letter – (Weighted Value 5)

##### 1. Submittal Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN.

##### 2. Executive Summary

Submit a brief executive summary stating the Respondent's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the ITN including:

- a. A brief history of the business;
- b. Organizational structure of the business;
- c. Designation of the legal entity by which the business operates, i.e. sole proprietorship, LLC, corporation;
- d. Ownership interests;
- e. Active business venues (counties, states, etc.);
- f. Present status and projected direction of business;
- g. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt indicate such.
- h. Provide evidence of required insurance coverage as specified in Section 4.7, and
- i. Federal Employer Identification Number (FEIN) of the firm.

##### 3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

#### b. Tab B: Prior Work Experience (Weighted Value 15)

##### 1. Narrative/Record of Past Experience

- a. As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the awarded Contractor(s) shall have a minimum of three (3) years within the last five (5) years as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's

Compensation programs for commercial or governmental customers of the same nature as those sought by the District. The details of the Respondent's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include the following:

- (i) A description of experience providing services similar in nature to the services sought in this ITN;
- (ii) The specific length of time the Respondent has provided similar services, and where services were provided;
- (iii) A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- (iv) A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- (v) A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.
- (vi) Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.
- (vii) Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

**c. TAB C Description of Solution (Weighted Value – 25)**

**1. The Respondent shall describe the following:**

- a. Its understanding of the District's goals and objectives of this ITN;
- b. Its proposed program design;
- c. How its recommended approach will meet the ITN's goals and objectives;
- d. Any risks or challenges it recognizes related to the District's goals or requirements;
- e. How it will ensure quality services are provided while ensuring costs are managed appropriately;
- f. Its approach differentiators; and



g. Why its solution represents the best value for the District.

## **2. Subcontractor Information**

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

## **3. Staffing Plan**

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

### **d. TAB D: Service Area Detail (Weighted Value – 25)**

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District at no additional cost.

### **e. TAB E: Additional Ideas for Improvement, Innovation, and Cost Reduction (Weighted Value – 15)**

In TAB E of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for services that are not specifically addressed in TABs B – D but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring.

### **f. Tab F: References (Weighted Value – 15)**

Respondents shall provide at least three (3), but not more than five (5), references from commercial or governmental agencies for whom the Respondent has provided services of the same nature as those sought by the District. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

Each reference shall be completed and signed by the individual offering the reference and certified by a notary public, using Attachment V, Respondent's Reference Form. Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

The District reserves the right to contact reference sources listed or previous clients not listed in the Respondent's Reply.

**g. TAB G: Required Forms**

Respondents shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status\*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Vendor Contact Information
5. Attachment V, Respondent's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying
11. Attachment XI, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

**\*Please note if the Vendor is already registered with the District, it does not need to submit another application.**

### **3.2 Contents and Format of Cost Reply Submittals**

Each Respondent shall complete and submit Attachment I, Cost Reply, indicating pricing for the Contract's initial and renewal terms. The Cost Reply shall NOT be included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

- a. The Cost Reply should include a list of all charges under the proposed contract. Charges should be in the format provided to allow the District to compute aggregate fees and expenses under the current volume of claims.
- b. The description should clearly define the scope of the fee and charge, and if necessary, define terms to avoid any uncertainty in calculating fees.

- c. Respondent should not include any charges for a report-only claim or filing an incident report. A report-only claim or incident report is a reported claim or incident that does not require any activity by the Awarded TPA except for record retention.
- d. Respondent should not include any additional fees for re-opening a claim that has been previously closed.

### 3.3 Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Procurement Officer. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

#### a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the established criteria.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Profile and Submittal Letter	1-5	5%	25
Prior Work Experience	1-5	15%	75
Description of Solution	1-5	25%	100
Service Area Detail	1-5	25%	125
Additional Ideas for Improvement	1-5	15%	125
References	1-5	15%	50
<b>TOTAL</b>		<b>100%</b>	<b>500</b>
<b>Scored by Procurement Officer</b>			
<b>Cost Reply</b>			<b>25</b>

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

<b>Assessment</b>	<b>Scoring Guidelines</b>	<b>Evaluator Score</b>
<b>Poor</b>	Reply fails to address the component or it does not describe any experience related to the component; <b>OR</b> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
<b>Marginal</b>	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; <b>OR</b> Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
<b>Adequate</b>	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
<b>Good</b>	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
<b>Excellent</b>	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based on their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

## **b. Negotiation Phase Methodology**

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Respondents.
2. Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
5. Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsive Respondents by service type.
7. Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Re-open negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Respondent.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the District determines such action is in the best interest of the District.
14. Negotiate simultaneously or separately with competing Respondents.
15. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
17. Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written

summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the Selection Criteria listed below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

**c. Selection Criteria:**

1. The Respondent's articulation of its overall approach to providing the requested services;
2. The innovation of the Respondent's approach to providing the services;
3. The Respondent's articulation of its innovative solution and its ability to implement and execute that solution to meet the goals and objectives of this ITN;
4. The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
5. The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
6. How the Respondent's approach satisfies the goals identified herein; and
7. The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

**d. Final Selection and Notice of Intent to Award**

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Description of Solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

### **3.4 Advertising Notice of Board Decision**

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this ITN. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Replies, or to cancel/withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.5 No Prior Involvement and Conflicts of Interest**

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

### **3.6 Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If the Respondent considers any portion of the documents, data, or records submitted in Reply to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in Reply to this solicitation.

### **3.7 Small Business Enterprise**

This ITN, in the evaluation phase, is subject to the small business enterprise provisions specified in Board Policy 6325. If the Respondent is considering using subcontractors, the District highly encourages the use of small business vendors.

### **3.8 Local Purchasing Preference**

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450. If the Respondent is considering using subcontractors, the District highly encourages the use of local business vendors

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## **SECTION 4: Contract Terms and Conditions**

### **4.1 Contract Modifications**

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a "not to exceed" price for each additional project using the contractually established hourly rates with the Contractor.

### **4.2 Use by Other Public Agencies**

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

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

### **4.3 Travel Expenses**

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

### **4.4 E-Verify**

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

## 4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

## 4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

### **District Contact**

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

## 4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of “A-” or better and a financial size category of “VI” or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers’ compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- 3.1.1 Commercial General Liability:** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
- 3.1.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- 3.1.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- 3.1.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
  - 3.1.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:
    - i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they

and/or their employees are injured while providing goods and/or services to the School Board.

- ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
- iii. The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

**3.1.5 Cyber Liability Insurance:** Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

**3.1.5.1 Information Security Incident Response.** In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
  - a. Notification to potentially affected persons;
  - b. Credit monitoring services;
  - c. Identification protection services;
  - d. Establish and operate a call center;
  - e. Notification to any and all regulatory authorities; and
  - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

- 4.7.1** Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.
- 4.7.2** Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

#### **4.8 Copyrights, Right to Data, Patents, and Royalties**

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.9 Independent Contractor Status**

The Awarded contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.11 Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

#### **4.12 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.13 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.14 Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.15 Americans with Disabilities Act**

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### **4.16 Employment of District Personnel**

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in Reply to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

#### **4.19 Default**

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

#### **4.20 Termination**

##### **4.20.1 Termination at Will**

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

##### **4.20.2 Termination for Cause**

Performance issues will be handled per Section 2.4 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

##### **4.20.3 Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

##### **4.20.4 Termination for Lack of Funds**

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

##### **4.20.5 Contract Termination Requirements**

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

#### **4.21 Public Records**

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) 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 in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) 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 completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE  
PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net),  
(850) 487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**



#### **4.22 Indemnification**

The Contractor, and any Subcontractors, shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.23 No Waiver of Sovereign Immunity**

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

#### **4.24 Disputes**

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### **4.25 Federal Terms and Conditions**

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the "federally assisted construction contract" definition in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR

part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the “funding agreement” definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
  - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are 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 Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
  - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
  2. For purposes of this section:
    - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
    - i. Procure or obtain;
    - ii. Extend or renew a contract to procure or obtain; or;
    - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

#### **4.26 Anti-Discrimination**

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

#### **4.27 Discriminatory Vendor List**

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### **4.28 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S., "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 Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies 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 Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.29 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

#### **4.30 Contracting with Entities of Foreign Countries**

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

#### **4.31 Vendor Interests**

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

***(The Remainder of the Page is Purposefully Blank)***

## SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or Reply opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in Reply to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.
Prequalification of Contractors	The School Board will prequalify Contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1).

**Attachment I**  
**Cost Reply Form**

**ITN 268-2025 Third-Party Administrator (TPA) for the  
Self-Funded Liability and Workers' Compensation Programs**

Respondent shall offer all of the elements of this ITN and meet all service requirements and specifications listed within this ITN. The District requires full and total transparency in its vendor relationships. Therefore, any commission, service fee, or other form of remuneration paid to any agent, broker, lobbyist, or third party must be identified in the submission and throughout the term of the contract.

Description	Cost
Annual Cost of Services (to be billed in 12 monthly installments)	\$
Description of all Ancillary Charges	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
FEIN #

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Authorized Representative (Title)

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



## **Attachment II**

### **Required Provisions Certifications**

#### **1. Business/Corporate Experience**

This is to certify that the Respondent is:

- Duly licensed to conduct business in the State of Florida;
- Has a minimum of three (3) years experience within the last five (5) as an authorized Qualified Servicing Entity (Administrator) by the State of Florida for Worker's Compensation programs for commercial or governmental customers of the same nature as those sought by the District;
- Has experience administering a Worker's Compensation program for a least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years; and
- Has experience administering a Third-Party Liability program for at least three (3) Florida public entity employers with over one thousand (1,000) employees for three (3) prior years.

#### **2. Prime Vendor**

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

#### **3. Meets Legal Requirements**

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

#### **4. Financial Disclosure**

This is to certify that the Respondent has disclosed in their Reply all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

#### **5. Federal Debarment**

This is to certify that neither the Respondent nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

#### **6. Conflict of Interest**

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

#### **7. Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or Contractor to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Reply.

**8. Statement of Non-Disclosure**

This is to certify that none of the contents of this Reply have been disclosed before award, directly or indirectly, to any other Respondent or competitor.

**9. Statement of Non-Collusion**

This is to certify that the proposed costs in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Respondent or with any competitor, and not to restrict competition.

**10. Scrutinized Companies Certification**

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Reply for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

**By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (Vendor Name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_



**Attachment IV**  
**Respondent Contact Information**

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
<b>Name:</b>		
<b>Title:</b>		
<b>Street Address:</b>		
<b>City, State, Zip Code:</b>		
<b>Telephone:(Office)</b>		
<b>Telephone:(Cell)</b>		
<b>Email:</b>		

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Authorized Representative Signature*

\_\_\_\_\_  
*FEIN#*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Representative (Printed)*

## Attachment V

### Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

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On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

**References must be signed and notarized to be accepted.**

**Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.**

## Bidder's Reference Form

### Reference #1

Bidder Name

---

Reference Company Name:

---

Address:

---

Contact Person

---

Contact Title

---

Contact Phone

---

Contact Email

---

Performance Period

---

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

\_\_\_\_\_  
Primary Reference Contact Signature

\_\_\_\_\_  
Date

## Bidder's Reference Form

### Reference #2

Bidder Name

---

Reference Company Name:

---

Address:

---

Contact Person

---

Contact Title

---

Contact Phone

---

Contact Email

---

Performance Period

---

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

\_\_\_\_\_  
Primary Reference Contact Signature

\_\_\_\_\_  
Date

## Bidder's Reference Form

### Reference #3

**Bidder Name**

---

**Reference Company Name:**

---

**Address:**

---

**Contact Person**

---

**Contact Title**

---

**Contact Phone**

---

**Contact Email**

---

**Performance Period**

---

**Brief description of the services performed for this reference**

**Overall contract performance**

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

**Would you contract with this vendor again?**

☐ Yes

☐ No

---

**Primary Reference Contact Signature**

---

**Date**



## Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

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

**Respondent Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Phone of Local Location:** \_\_\_\_\_

**Length of Time at this Location:** \_\_\_\_\_ **# of Employees at this Location:** \_\_\_\_\_

**Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools?** \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification \_\_\_\_\_

## Attachment VII

### Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

**Complete a separate sheet for each subcontractor.**

Prime Respondent Name:

---

Type/Description of Goods or Service Subcontractor will provide:

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---

Subcontractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes \_\_\_\_\_ No \_\_\_\_\_

Local Respondent per Board Policy 6450? Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

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## Attachment VIII

### Drug-Free Workplace Certification

The undersigned Respondent, in accordance with Section 287.087, F.S., hereby certifies that.

\_\_\_\_\_  
Company Name

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 through 5.

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

Authorized Officer (Printed Name) \_\_\_\_\_

Authorized Officer (Signature) \_\_\_\_\_

Date \_\_\_\_\_

## Attachment IX

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

#### Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per Reply, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- a. The prospective lower tier participant certifies, by submission of this Reply, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. 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 Reply.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Reply 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," "Reply," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Reply is being 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 System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are 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 X**  
**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Executive Director) Authorized to Sign Application)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: \_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Title of Grant Program

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action**

- ☐ a. Contract  
☐ b. Grant  
☐ c. Cooperative Agreements  
☐ d. Loan  
☐ e. Loan Agreement  
☐ f. Loan Insurance

**2. Status of Federal Action**

- ☐ a. Bid/offer/application  
☐ b. Initial award  
☐ c. Post-award

**3. Report Type**

- ☐ a. Initial filing  
☐ b. Material changes

For a material change only:

Year: \_\_\_\_\_ Quarter: \_\_\_\_\_

Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee ☐ Tier (if known)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name, and Address of the Prime**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/ Zip \_\_\_\_\_

Congressional District (if known) \_\_\_\_\_

**6. Federal Department/Agency:**

\_\_\_\_\_

**7. Federal Program Name/Description:**

\_\_\_\_\_ CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number** (if known) \_\_\_\_\_

**9. Award Amount** (if known) \_\_\_\_\_

**10. (a.) Name and Address of Lobbying Registrant**

\_\_\_\_\_  
\_\_\_\_\_

**10. (b.) Individuals Performing Services**

\_\_\_\_\_  
\_\_\_\_\_

**11.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Reply (ITN) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Reply control number assigned by the Federal agency). Included prefixes, e.g., "ITN-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
  - a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.



**Attachment XI****Vendor Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

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*Signature of Authorized Representative*