AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND E. W. SIVER & ASSOCIATES, INC.

This Agreement is made and entered into effective August 1, 2015 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and E. W. Siver & Associates, Inc., a Florida corporation, d/b/a Siver Insurance Consultants ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 07-15/TW, dated April 23, 2015, for Risk Management Consultant/Employee Benefits Auditing Services (the "Services"), together with Addendum No. 1 dated May 8, 2015 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A;

Whereas, after free and open competition, Contractor submitted the sole proposal received by the District (the "Proposal") attached hereto and incorporated herein by this reference as Exhibit B;

Whereas, as set forth in Rule 6A-1.012(12)(c), F.A.C., the District has determined it is in the District's best interest to negotiate with Contractor on the best terms and conditions in lieu of the District's re-soliciting proposals, and the District therefore selected Contractor to perform the Services;

Whereas, the Contractor is interested in and capable of performing the desired Services for the District, and the District desires to have the Contractor perform the Services, and

Whereas, the District is seeking the Services commencing on August 1, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

The parties agree that the purpose of this Agreement is that the Contractor shall provide the District the Services set forth in the RFP and all Agreement documents, including but not limited to all necessary services that will encompass a variety of issues related to a full spectrum of Risk Management Consultant/Employee Benefits Auditing Services program issued to include but not limited to: assisting in development of and evaluating requests for proposals; negotiating contract renewals; reviewing claims (loss) runs; providing assistance in the review of provider administrative costs, performance and evaluation of proposals and employee benefit audits. If any services, functions or responsibilities not specifically described in the RFP are necessary for the proper performance and provision of the Services, they shall be deemed to be implied and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

ARTICLE II
COMMENCEMENT AND RENEWAL

The Agreement commences effective August 1, 2015, and the term expires December 31, 2020 as set forth in section 2.1, Contract Term, of the RFP. Five (5) potential renewals of one (1) year each are set forth according to the provisions of section 2.1 of the RFP.
ARTICLE III
COMPENSATION

Contractor shall be paid for the Services at the rates as described in Attachment B, Cost Proposal Form, as submitted by the Contractor in its Proposal attached hereto as Exhibit B. As set forth in the RFP, in no event shall the District be responsible to the Contractor for compensation in excess of the maximum amounts stated in this Agreement; it being understood that the District shall not be liable for payment in excess of $75,000 in any fiscal year pursuant to the requirements of the RFP and District Policy 7.41. In addition, Contractor shall not be obligated to perform the Services described in Article I once the combined fees and expenses generated for services performed in any fiscal year exceed $75,000. Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. As set forth in the RFP, the District shall issue payment in accordance with Sections 218.70 et seq., Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

ARTICLE IV
TERMINATION

This Agreement may be terminated as set forth in section 11.0 of the RFP.

ARTICLE V
NOTICES

The addresses for formal notices to the District are set forth in section 13.7.15 of the RFP. The address for formal notices to the Contractor is:

Silver Insurance Consultants
805 Executive Center Drive West, Suite 110
St. Petersburg, Florida 33702

As set forth in section 13.7.1/5 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The Contractor shall deliver to the District representative its representative. The District’s representative shall be:

Supervisor, Risk Management
1701 Prudential Drive
Jacksonville, Florida 32207

ARTICLE VI
MISCELLANEOUS

Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District’s payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance
hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: [Signature]
   Nikolai P. Vlad, Ed.D.

By: [Signature not required per Board Policy 7.41]
   Cheryl Gromes, Chairman

Form Approved:
By: [Signature]
   Office of Legal Services

Witnesses:

By: [Signature]
Name: [Signature]
President

By: [Signature]
Name: [Signature]

E. W. SIVER & ASSOCIATES, INC.

By: [Signature]
George W. Erickson, Executive Vice
### EVALUATION SUMMARY

<table>
<thead>
<tr>
<th>Points attained out of 300 available</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Siver Insurance Consultants</td>
<td>283</td>
</tr>
</tbody>
</table>

Award Recommendation
The addendum shall serve to amend, replace and append information provided to potential respondents in the original RFP package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents. **Respondents are requested to acknowledge receipt of this addendum as a part of their response.**

**Written Questions Received Prior To Deadline**

**Question #1:** What percentage of the work is health and welfare vs. property / casualty / workers compensation?

**Answer:** Approximately 85% Health and Welfare and 15% Property and Casualty

**Question #2:** Is the brokerage handled separately? Please confirm.

**Answer:** The brokerage is handled separately

**Question #3:** What is driving the RFP? Resources? Service? Mandatory timing?

**Answer:** These services are currently procured utilizing another governmental entity’s contract. It is our desire to establish our own contract.

**Question #4:** Attachment B states that the consulting fee cannot exceed $75,000 per year – please confirm.

**Answer:** The consulting fee cannot exceed $75,000 per year.
APRIL 23, 2015

Request for Proposals (RFP)
Required Response Form

RISK MANAGEMENT CONSULTANT/EMPLOYEE BENEFITS AUDITING SERVICES
RFP No. 07-15/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219-3235, no later than 2:00 p.m. on May 21, 2015 and plainly marked RFP No.07-15/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Qualifications, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name):

STREET ADDRESS:

CITY & STATE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: ___________________________ DATE: ________________

CONTACT PERSON:

CONTACT PERSON’S ADDRESS:

TELEPHONE: _______________ FAX: _______________ TOLL FREE: _______________

INTERNET E-MAIL ADDRESS: ___________________________ INTERNET URL: _______________

VENDOR TAXPAYER IDENTIFICATION NUMBER: ___________________________

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.
REQUEST FOR PROPOSALS (RFP)

RFP NO. 07-15/TW

Risk Management Consultant/Employee Benefits Auditing Services

Anticipated Schedule

- RFP Release Date: April 23, 2015
- Deadline for Written Questions: May 7, 2015, 4:00 p.m. (EDT)
- Proposals Opened: May 21, 2015, 2:00 p.m. EDT
- Evaluation: May 28, 2015
- Presentations (if required): June 4, 2015
- Contract Award: July 7, 2015

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
4880 Bulls Bay Highway
Jacksonville, Florida 32219
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20.0 Public Entity Crimes
21.0 Assignment of Contract and/or Payment
22.0 Agreement
23.0 Dispute
24.0 Disclaimer
25.0 Office of Economic Opportunity Encouragement
ATTACHMENTS TO BE COMPLETED AND RETURNED AS A PART OF EACH PROPOSAL:

A. Required Response Form (Cover Page)
B. Fee Schedule
C. Office of Economic Opportunity Proposed Schedule of Participation

EXHIBITS:

1. Evaluation Worksheet
2. Federal Forms
1.0 INTRODUCTION:

1.1 Purpose:

The purpose and intent of this Request for Proposals (“RFP”) is to solicit sealed Proposals from qualified sources to establish a contract for Risk Management Consultant/Employee Benefits Auditing Services for the District. An agreement will then be entered for the selected Firm (“Contractor”) to provide the described services for Duval County Public Schools (“DCPS” or the “District”).

1.2 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District’s school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles. The FY14-15 budget for the District totaled roughly $1,731 billion, including an operating budget of roughly $1,061 billion and a capital budget of roughly $190 million. The District operates 179 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

As approximately the 22nd largest school district in the nation, the District serves 120,000 to 130,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 8,300 teachers and a similar number of support staff at 104 elementary schools, 2 K-8 schools, 25 middle schools, 19 high schools, and 2 middle/senior high schools, 4 exceptional student centers, 3 alternative schools, 1 virtual school and administrative facilities.

In 2007, the District moved to self-funded insurance health plan which it currently maintains with various levels of benefits options. Additionally, the Districts has, in the past, primarily been self-insured and
purchased property insurance with various insurance carriers on a fully insured basis.

The District has certificates of participation programs covering various schools which require an opinion from an independent insurance consultant validating the solvency of the District's Risk Management Program.

The administration of this Contract is a function of the District's Risk Management Department. All post-award communications shall be directed to Executive Director, Risk Management.

2.0 District Objectives/Scope of Services:

The successful Contractor shall furnish all necessary services that will encompass a variety of issues related to a full spectrum of Risk Management Consultant/Employee Benefits Auditing services program issues to include but not limited to: assisting in development of and evaluating requests for proposals; negotiating contract renewals; reviewing claims (loss) runs; providing assistance in the review of provider administrative costs, performance and evaluation of proposals and employee benefit audits. Each response should describe fully how the firm proposes to accomplish the scope of services as defined herein. Any services, functions or responsibilities not specifically described in this RFP that are necessary for the proper performance and provision of services to the District, shall be deemed to be implied by and included within the scope of services to the same extent and the same manner as if specifically described herein.

The successful Contractor must provide independent consulting services on any matter involving risk management, workers’ compensation, property & casualty, and employee benefits auditing. All Services shall be fully, timely, and continuously performed by the Contractor in a manner in accordance with the Scope of Services as set forth in this RFP. The required services may include, but are not limited to:

1. Consulting Company will be instrumental in ensuring claims processing, payments, and interfaces meet statutory requirements.

2. Consulting Company must be available, at the discretion of Duval County Public Schools (DCPS), to make presentations to senior staff or the School Board, provide bid specifications/proposals process support and analysis, or other needs authorized by the DCPS.

3. Consulting Company may be asked to advise DCPS on insurance requirements of contracts and agreements entered into by DCPS as needed. Despite DCPS having qualified staff with depth of insurance knowledge, it is important that Consultant Company has breadth of
insurance knowledge and knowledge across all potential lines of coverage. Therefore, the Consulting Company specifically rounds out the internal intellectual capacity for unusual and obscure lines of coverages and exposures.

4. Consulting Company may be asked to provide the District with recommendations for its insurance program including, but not limited to: exposures, coverage limits, coverages types, coverage forms/endorsements, retention levels, terms, conditions, payment options, and self-insurance.

5. Consulting Company may be asked to provide analysis and recommendations as to the most cost effective means for addressing the District’s exposures.

6. Consulting Company may be asked to perform audits of any Third Party Administrator for any coverage including but not limited to Workers Compensation, General Liability/ Auto, Property, and Employee Benefits.

7. Consulting Company may be asked to provide extensive reviews of binders and policies including verification of conformity to specifications.

8. Consulting Company shall be available for telephone consultation, to perform research and render advice related to the Risk Management Programs and Employee Benefits Audits with the District staff and other parties as requested.

9. Consulting Company may be asked to act as a liaison between the District and the broker and carriers to resolve coverage/claim matters, as requested.

10. Consulting Company shall provide advice and counsel relating to insurance, safety and risk management issues on an as needed basis. When requested, the Consulting Company will respond to inquiries with written opinions.

11. Consulting Company may be asked to perform special studies with respect to specific issues problems or proposed changes in the risk management program and employee benefit audits.

12. Due to the magnitude of the District’s claim operation, the Consulting Company shall be an insurance coverage consultant recognized as expert witness.

13. Advise the District on how to maintain compliance with the rules and regulations established by State and Federal Laws.
2.1 **Contract Term:**

The District reserves the right to initiate negotiations with one or more respondents for the purpose of establishing a contract for services for Risk Management Consultant / Employee Benefit Auditing Services. Should the District exercise its right to negotiate a contract for such services, the contract shall be for an initial period from the date of award through December 31, 2020. The Contract may thereafter be renewed for five (5) one (1) year period. The District may exercise any renewal period at its sole discretion by providing at least a thirty (30) day notice to the contractor prior to the expiration of the contract period. The fee structure of the Contractor shall remain firm for the entire contract term including any and all renewal periods.

3.0 **EX PARTE COMMUNICATION:**

Ex parte communication, whether verbal or written, by any potential Proposers or representative of any potential Proposers to this RFP with District personnel or Legal Services personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Proposers' proposal.

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

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the District’s existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the Duval County School Board; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

4.0 **PREPARATION AND SUBMISSION REQUIREMENTS:**

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.

4.1 **All proposals must be received no later than 2:00 p.m. (EDT), on May 21, 2015.** If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville FL 32219-3235. Any proposal received after the stated time and date or at other location will not be considered and will be
One manually signed original, two (2) photocopies, and six (6) exact copies on USB Flash Drive (in .pdf format) of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: RISK MANAGEMENT CONSULTING/EMPLOYEE BENEFITS AUDITING SERVICES" on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be clearly marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are unacceptable.

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals. Any information contained in the original proposal which has not been transferred to the USB Flash Drives or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

Potential Proposers shall not contact, by written or verbal communication, any District employee, Office of General Counsel or School Board Member for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary. As set forth in section 12.7.14 hereafter, it is the practice of the District to not approve any exceptions to the RFP made by a Proposer in the submitted response. Accordingly, any desired changes to the RFP must be accomplished via the addendum process noted below while the RFP is pending.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Mr. Terrence Wright, Purchasing Services in writing via e-
mail at wrightt@duvalschools.org. The deadline for such questions or requests will be 4:00 pm. EDT on May 7, 2015 unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

4.4 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP.

Concurrent with the delivery of the Proposer’s proposal, the Proposer shall also irrevocably deliver a completed and properly signed Attachment A (Required Response Form), a completed and properly signed Attachment B (Fee Schedule) and a completed and properly signed Attachment C (Office of Economic Opportunity Participation Form).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the services to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that he or she is familiar with all conditions. The failure to familiarize himself or herself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

6.0 ANTICIPATED TIME SCHEDULE:

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 23, 2015</td>
<td>RFP Distribution</td>
</tr>
<tr>
<td>May 7, 2015, 4:00 p.m.</td>
<td>Deadline for questions</td>
</tr>
<tr>
<td>May 21, 2015, 2:00 p.m.</td>
<td>Proposal Opening</td>
</tr>
<tr>
<td>May 28, 2015</td>
<td>Committee Evaluation</td>
</tr>
<tr>
<td>June 4, 2015</td>
<td>Presentations (if required)</td>
</tr>
<tr>
<td>July 7, 2015</td>
<td>Contract Award Date</td>
</tr>
</tbody>
</table>

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.
The District reserves the right to schedule a Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

7.0 PROPOSAL EVALUATION AND AWARD:

7.1 Minimum Eligibility Requirements:

In order to be considered for evaluation, the Proposers shall demonstrate sufficient capacity, resources and experience to provide complete risk management consultant/employee benefits auditing services as required by the District. Respondents shall provide clear documentation that they meet the minimum qualification requirements to perform all services illustrated in the RFP.

At a minimum, Proposers shall:

A. The responding firm shall, at a minimum have at least five (5) years of continuous experience in providing risk management consultant and employee benefit auditing services.

B. The responding firm has been in business over five (5) years and has specific experience in Florida insurance markets. All consultants of the responding firm must be licensed by the State of Florida, consistent with state requirements pertaining to conducting insurance related business in the state.

C. The responding firm shall, at a minimum provide or have provided like services to at least one public entity whose property and casualty insurance program expenditures (i.e. self-funded claims, TPA service agreements, and property & casualty insurance premiums) exceed $5 million annually.

D. The responding firm and its employees shall not provide or market property & casualty and group health plan products nor be owned or affiliated with an organization that provides or markets property & casualty and group health plan products.

E. The responding firm shall not be an insurance company, insurance agency, insurance broker, third party administrator, or employee of any of the aforementioned entities.

F. The responding firm is not owned or controlled by an insurance company, insurance sales organization, or third party administrator. Further, the responding firm does not own or control any insurance company, insurance sales organization or third party administrators.

G. The responding firm does not sell insurance nor receive directly or indirectly, any commissions, contingent commissions or overrides.

H. Neither the responding firm assigned not its employees derive any compensation in any form or benefits in any way from the sale, referral, or recommendation of any insurance products other than for the consulting fee paid to the consulting company by clients of the consulting company.

I. The lead account consultants must have more than three years’ experience with school districts.
and/or governmental entities similar in size as Duval County Public Schools.

In addition to the above minimum qualifications, all respondents may submit as a part of their proposals a copy of (a) the ACORD certificate(s) showing the required insurance coverages and amounts are currently in place or (b) alternatively, proposers may submit, together with their proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract.

NOTE: The items above shall be clearly outlined in the proposal.

7.2 District’s Rights and Reservations

A. The District reserves the right to accept or reject any or all proposals.
B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA:

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section may be considered non-responsive.

A. REQUIRED RESPONSE FORM (Attachment A): Submit with all required information completed and all signatures as specified. No points are assigned to this required item.

B. FIRM’S CAPABILITIES AND APPROACH TO SERVICES: (35 points) Provide the following
general information about your firm:
1. How will your firm address compliance of State and Federal Laws for the Districts medical plan audit?
2. How will your firm ensure accurate follow through on all negotiated contractual arrangements made between the District and administrative providers or insurance carriers?
3. How will your firm provide market analysis, trends, contract and statute interpretations and cost containment methods?
4. How will your firm analyze the feasibility of alternative property and casualty programs?
5. How will your firm assist in the development and review of communication materials with benefit administrators and other participating organizations for content, appearance, compliance, and accuracy?
6. How will your firm prepare summary financial and claims data explanation spreadsheets for audits?
7. How will your firm assist the District on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of District Risk Management Program?

C. EXPERIENCE AND REFERENCES: (20 points) Proposer must provide the following;
1. Proposer must provide documentation that it meets the minimum qualifications as outlined in section 7.1 A through I.
2. Provide a list of prior five (5) years clients and contact information, Include a brief description of services provided.
3. Provide verification of at least one client who self-funds property & casualty and group health plans and has over 5,000 employees and 10,000 lives.
4. Provide verification of demonstrated cost saving programs implemented for clients and effectiveness of the programs implemented.
5. Provide demonstrated sufficient in-house resources for development of cost saving programs for clients

D. FINANCIAL ABILITY: (10 points) Proposer must provide the following:
1. Proposer must provide the last two (2) years audited financial statements
2. Describe any planned, recent or previous (three (3) years ended December 31, 2014), downsizing, mergers or acquisitions pertaining to your firm.
3. Provide proof of level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.
4. Provide a recent credit rating and/or credit history report for your firm.
E. **ORGANIZATION AND KEY PERSONNEL:** (25 points) Proposer must provide the following:

1. Identify the support team that will be responsible for providing the required contract services at the resident, regional and corporate level (as is applicable), and their years of experience with the firm and types of risk management consulting/employee benefits auditing services they have worked on. You are to include any sub-contractors or sub-consultants.

2. Provide a list of personnel certifications and designations.

3. Provide a list of personnel with experience working on accounts that have property and casualty and medical plan auditing.

4. Provide a list of personnel with experience designing and implementing programs that reduce property and casualty costs.

5. Clearly describe the duties and responsibilities of each individual proposed to assigned to this contract

F. **PROGRAM COST:** (10 points) Complete and submit Fee Schedule (Attachment B) The firm submitting the lowest overall cost fee structure will receive all available points for this category. All other respondents will receive points proportionate to the lowest cost response (ex. - a response that is 20% higher than the lowest submitted cost will receive 20% fewer points). The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of the services provided in accordance with the terms and conditions of the agreement. Any penalty for delay in payment shall be in accordance with applicable law.

G. **OEO COMPLIANCE STATEMENT:** (Attachment C)

1. The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin.

*Note: Submit all required signature.*

**9.0 PROPOSAL EVALUATION PROCESS:**

Proposals are received and publicly opened. Only names of Proposers are read at this time. An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in this RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered.

Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers make oral presentations.

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

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

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

Purchasing Services will prepare and submit a recommendation agenda item to the Superintendent of Schools, Duval County, Florida.

After consultation with District and/or Legal Services for his/her recommendation pursuant to Section 126.313, Ordinance Code, and the Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

10.0 REPLACEMENT OF PRIMARY RISK MANAGEMENT CONSULTANT/EMPLOYEE BENEFITS
AUDITING, OTHER KEY ADVISORS AND STAFF:

Replacement of the primary Risk Management Consultant/Employee Benefits Auditing services to be assigned to the District contract shall require prior written approval by the District. Replacement of primary Risk Management Consultant/Employee Benefits Auditing services, other key advisors and staff assigned to the District’s contract must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement primary Risk Management Consultant/Employee Benefits Auditing and other key advisors may be required to be submitted to the District for review. The District reserves the right to interview replacement primary Risk Management Consultant/Employee Benefits Auditing services prior to approval.

The successful Contractor shall provide any and all necessary training for Risk Management Consultant/Employee Benefits Auditing services and staff employed under the terms of the Contract with the District.

11.0 TERMINATION, SUSPENSION, AND REMEDIES:

11.1 The District reserves the right to terminate any Contract resulting from this RFP, at any time and for any reason upon giving a minimum of sixty (60) days prior written notice to the Contractor. If said Contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Contract.

The District will only be required to pay to the Contractor that amount of the Contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District’s payment of the Contract fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of the District’s termination of the Contract, the District (in its sole election) may also require the Contractor to provide the Transition Assistance set forth in section 10.3 of this RFP.

11.2 In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law.
Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion and without any obligation whatsoever to make this election.

If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice.

Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.

11.3 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus up to five (5) additional calendar months on a month-by-month basis at the District’s sole and unilateral election) on the same terms and conditions set forth in the Contract (the “Transition Assistance”). Transition Assistance could be invoked, by way of example, to complete a transaction authorized by the agreement that was initiated during the term of the agreement.

11.4 The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District as set forth in Section 12.0 of this RFP.

12.0 DEFAULT:

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

13.0 LEGAL REQUIREMENTS:

13.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite Exhibit 3: (a) Federal Regulatory compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c)
Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

13.2 Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

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

13.4 JESSICA LUNSFORD ACT: The Contractor shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with the District.

Current employees that have met the requirements of this Act with the District, and are in good standing, could be available for immediate employment with the successful Proposer. Any current employee’s compliance with the Act is valid for one-year and would have to be renewed during a contract year as his/her current background check expires. All background checks (initial and renewals) will be at the expense of the Contractor.

13.5 Other Legal Requirements: All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such services, whether by appropriate license, registration, certification or other authorization (including, but not limited to, attorneys performing the Services being a member of the Florida Bar in good standing). The Contractor represents and warrants that is performance of the Services shall be rendered with promptness and
diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services.

The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

13.6 **Representations and Warranties.**

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

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

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

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

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

13.7 **Miscellaneous.** The Contract to be awarded pursuant to this RFP shall be further governed by the following:
13.7.1 This RFP and any Contract resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and injure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

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

13.7.3 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.

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

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

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

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

13.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture.

Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

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

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

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

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

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

13.7.14 Priority of documents (in case of any conflict among the RFP, the proposal and the contract, the priority shall be to the contract first, any addenda released for this RFP second, the RFP third and the proposal last. Any exceptions to the RFP made by proposer are not accepted unless affirmatively agreed to in writing by the District.

13.7.15 Every notice, approval, consent or other communication authorized or required by the Agreement awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time accordance herewith:

If to Contractor: With copy to:
(Information to be provided upon award and execution of contract)

If to the District: With copy to:
The School Board of Duval County, Florida Office of Legal Services
1701 Prudential Drive 1701 Prudential Drive, Room 653
Not withstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor in writing promptly upon commencement of the services. Once so designated, each party’s representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. For purposes of the District representative for the day-to-day activities, the District Administrator shall be the Executive Director of Business Services.

13.7.16 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employees working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

14.0 **FEDERAL AND STATE TAX:**

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

15.0 **CONFLICT OF INTEREST:**

15.1 Pursuant to the District Policy all bidders, proposers, consultant, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor’s business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the position the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, contractor certifies to the District that there are
no names to disclose to the District pursuant to this section.

15.2 Non-Collusion Statement / Public Domain

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

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

16.0 INSURANCE REQUIREMENTS:

A. Required Insurance. Without limiting any of the other obligations or liabilities of the contractor, the contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements as set forth herein. Except as may be otherwise expressly specified in this document, all insurances shall commence at or prior to the execution of the Agreement by both parties and shall be maintained in force throughout the term of the Agreement, including any and all renewals.

B. Workers’ Compensation/Employers Liability: The Workers’ Compensation and Employers’ Liability insurance provided by the contractor shall conform to the requirements set forth herein.

1. The contractor insurance shall cover the contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e. mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

2. The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

3. Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverage’s customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:
i. $1,000,000 Each Accident
ii. $1,000,000 Disease - Each Employee
iii. $1,000,000 Disease - Policy Limit

4. The contractor may be relieved of providing Workers’ Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the contractor is exempt from the insurance requirement under F.S. 440.

C. Commercial General Liability. The Commercial General Liability insurance provided by the contractor shall conform to the requirements set forth herein:

1. The contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

2. The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual Abuse or Sexual Misconduct.

3. The coverage must include Waiver of Transfer of Rights of Recovery Against Others To Us (ISO Form CG 24 04 05 09)

4. The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

5. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:
   i. $1,000,000 General Aggregate
   ii. $1,000,000 Each Occurrence

6. The contractor shall include DCPS and DCPS's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured’s shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

D. Business Auto Liability. The automobile liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

1. The contractor's insurance shall cover the contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.
2. The DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insured’s” in a manner no more restrictive than that which would be afforded by designating the DCPS and DCPS’s members, officials, officers and employees as additional insured’s on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

3. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

i. $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

E. Professional Liability. The professional liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

1. The professional liability insurance shall be on a form acceptable to DCPS and shall apply to those claims which arise out of Services performed by or on behalf of the contractor pursuant to the agreement which are first reported to the contractor within two years after the expiration or termination of the agreement.

2. If the insurance maintained by the contractor also applies to services other than Services under the agreement, the minimum limits of insurance maintained by the contractor shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the contractor applies exclusively to the services under the agreement, the minimum limits of insurance maintained by the contractor shall not be less than $1,000,000 per claim/annual aggregate.

3. The contractor shall maintain the professional liability insurance until the end of the term of the agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the agreement which are reported to the contractor or the insurer within two years after the expiration or termination of the agreement.

F. Evidence of Insurance. The contractor shall provide evidence of required insurances in the following manner:

1. As evidence of compliance with the required Workers’ Compensation and Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the contractor shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the contractor shall furnish DCPS with:

3. A fully completed satisfactory Certificate of Insurance, as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insured’s in the Commercial General Liability coverage.

4. Until such time as the insurance is no longer required to be maintained by the contractor
as set forth in this document, the contractor shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

5. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the contractor shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required by this RFP.

G. **Insurers Qualifications/Requirements:**

   Insurers providing the insurance required by this RFP for the contractor must either be:

1. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or an eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this RFP, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the contractor has knowledge of any such failure; the contractor shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the contractor has replaced the unacceptable insurer with an insurer acceptable to DCPS, the contractor shall be considered in default of the contract.

4. Additional Remedy. Compliance with the insurance requirements of this RFP shall not limit the liability of the contractor or its subcontractors or sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the contract.

5. DCPS Approval: Neither approval by DCPS nor failure to disapprove the insurance furnished by the contractor shall relieve the contractor of the contractor’s full responsibility to provide the insurance as required by this RFP.

H. **Primary and Non-Contributory**

The insurance provided by the contractor pursuant to the agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s members, officials, officers or employees.

I. **Self-Insurance, Deductibles or Self-Insured Retentions.**

Except as otherwise specifically authorized in this RFP, or for which prior written approval has been obtained hereunder, the insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the District may permit the application of a deductible or permit the contractor to self-insure, in whole or in part, one or more of the insurance coverage required by this RFP. However, except as otherwise specifically permitted pursuant to this RFP, any such self-insurance, deductible or self-insured retention shall be subject to all of the following provisions:
1. **Prior Written Approval of the District Required.** No such self-insurance, deductible or self-insured retention will be allowed unless and until the contractor has received prior written approval from the District to use such self-insurance, deductible or self-insured retention.

2. **Subject to the District's Sole Discretion.** The extent to which, if any, the District agrees to allow self-insurance, deductibles or self-insured retentions is subject to the sole discretion of the District.

3. **The Contractor Responsible for Deductible or Retentions.** The contractor shall pay on behalf of the District or the District's member, officer, official or employee any self-insurance, deductible or self-insured retention applicable to a claim against the District or the District's member, officer, official or employee.

4. **Circumstances the District May Consider.** Although the extent to which, if any, the District agrees to allow self-insurance, deductibles or self-insured retentions is subject to the District's sole discretion, the following are among the factors and circumstances that the District may consider in making its determination:

   (a) whether the contractor is qualified under any applicable Florida or federal laws, rules, or regulations to assume a deductible or self-insured retention for, or otherwise self-insure, the coverage in the manner proposed;

   (b) the financial ability of the contractor to pay or otherwise provide all of the coverage and services the contractor proposes to assume which would otherwise be a part of the insurance coverage required by this RFP;

   (c) the extent, quality, and attachment point(s) of any excess insurance to be maintained by the contractor;

   (d) the extent and manner in which the contractor would provide the District with collateral to guarantee the payment of the coverage and services to be assumed by the contractor; and

   (e) the manner in which the contractor proposes to actually provide the services which are typically provided by the insurer in an insured program.

5. **Approval Subject to Cancellation and Modification.** Agreement by the District to allow the use of any such self-insurance, deductible or self-insured retention shall be subject to periodic review by the District. If, at any time, the District deems that the continued use of the self-insurance, deductible or self-insured retention by the contractor should not be permitted, the District may, upon 60 days' written notice to the contractor, require the contractor to eliminate, replace, or modify the self-insurance, deductible or self-insured retention, at no additional cost to the District, in a manner satisfactory to the District.

J. **No Waiver by District Approval/Disapproval.** Neither approval by the District nor failure to disapprove the insurance furnished by the consultant shall relieve the consultant of the consultant's full responsibility to provide the insurance as required by this Agreement.

K. **The Contractor's Insurance as Additional Remedy.** Compliance with the insurance requirements of this RFP shall not limit the liability of the contractor, or its subcontractors or sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in
addition to and not in lieu of any other remedy available under the contract or otherwise.

17.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:

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

17.2 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

17.3 Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Contractor.

17.4 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of the Contract.

18.0 PUBLIC RECORDS LAW:

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

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.
Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

19.0 **PERMITS AND LICENSES:**

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

20.0 **PUBLIC ENTITY CRIMES:**

20.1 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/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.**

21.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

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

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

22.0 **AGREEMENT:**

A contract will be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

If the Contractor requires an additional contract, it will be subject to review, edit and approval by District legal counsel.

23.0 **DISPUTE:**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Assistant Superintendent of Operations or designee (hereinafter “Hearing Officer”), but no later than two (2) working days after RFP opening or after recommendation of award, if not to the apparent low Proposers, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (EDT) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a District non-workday, the protest shall be delivered no later than 9 a.m. (EDT) on the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented.

The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

All Proposers shall receive notice of any protest hearing and a copy of the protest document.
Attachments shall be available upon request.

The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

Notwithstanding anything to the contrary, any specification objection shall be generally treated as set forth in this paragraph, except that the operative date for the notice requirement shall be the date the specifications were obtained by the Proposer.

24.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e. times, rates, quantities, etc.) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

25.0 OFFICE OF ECONOMIC OPPORTUNITY ENCOURAGEMENT:

The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin.

The awarded Contractor shall submit to the Office of Economic Opportunity a Quarterly OEO Utilization Report stating the quarterly activity with certified SBEs and MBEs. The report shall include the name of the company(s), the products(s) or service(s) purchased and the amount. If there is no activity to report for the quarter, the Company shall submit a Good Faith Efforts Statement.
RFP No. 07-15/TW

RISK MANAGEMENT CONSULTANT/EMPLOYEE BENEFIT
AUDITING SERVICES
COST PROPOSAL FORM

All services as described in the Request for Proposal will provided at an hourly rate:

<table>
<thead>
<tr>
<th>Numeric hourly Rate</th>
<th>Written Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$__________________</td>
<td>____________________</td>
</tr>
</tbody>
</table>

**Not to exceed $75,000 (seventy-five thousand dollars) annually.**

The firm shall submit a proper invoice for the prior month’s services. Invoices are to be submitted on the first business day after the end of each month. Payments will be made in accordance with the Local Government Prompt Payment Act, F.S. 218.74.

Point assignment for Cost of Services criterion will be based upon the cost as stated above.

VENDOR (firm name):____________________________________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE __________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _________________________

TITLE_________________________ DATE: _______________________

**Alteration of this document in any way may render the respondent’s proposal invalid.**
OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION
The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

This contract will be administered under the ENCOURAGEMENT METHOD; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and M/WBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS’s Office of Economic Opportunity (OEO) may be counted towards the proposer’s goal achievement. For a listing of certified SBEs and M/WBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity at (904) 858-4860 or visit www.duvalschools.org/oeo

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilization report to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, and will comply herein.

Name of Firm: ____________________________________________

Signature: __________________________  Title: __________________________

Print Name: __________________________  Date: __________________________

Program Contact: __________________________  Phone: __________________________

E-Mail: __________________________________________

Submit this form with your proposal.

RFP No. 07-15/TW, Risk Management/Employee Benefits Consultant Services
### RISK MANAGEMENT CONSULTANT/EMPLOYEE BENEFITS AUDITING SERVICES RFP EVALUATION WORKSHEET

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Reference to Proposal Evaluation Criteria</th>
<th>Comments</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Firm’s Capabilities and Approach to Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Demonstrated experience providing risk management consultant/employee benefits auditing services for governmental entities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Demonstrated cost saving programs implemented for clients and effectiveness of the programs implemented</td>
<td>(Total points 35)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o No early contract terminations for cause</td>
<td>General Guidelines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Demonstrated sufficient in-house resources for development of cost saving programs for clients</td>
<td>35 = Far Exceeds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o The quality of work product as evidenced by references for similar work from other Florida school districts or similar agencies</td>
<td>28 = Exceeds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o No legal or regulatory violations or investigations</td>
<td>21 = Meets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o</td>
<td>14 = Unacceptable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 = Not Provided</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **C. Experience and References** | | | |
| o Documented verification of at least one client that self-funds group medical and has over 5,000 employees | | (Total points 20) | |
| o Demonstrated cost saving programs implemented for clients and effectiveness of the programs | General Guidelines | | |
| o Demonstrated sufficient in-house resources for development of cost saving programs | 20 = Far Exceeds | | |
| | 13= Exceeds | | |
| | 6= Meets | | |
| | 1 = Unacceptable | | |
| | 0 = Not Provided | | |
### D. Financial Ability:

- Audited financial statements provided
- Proof of insurance if the proper type and level of coverage (or letter of intent) provided
- Results of review of audited statements

(Total points 10)

**General Guidelines**
- 10 = Far Exceeds
- 7 = Exceeds
- 4 = Meets
- 1 = Unacceptable
- 0 = Not Provided

### E. Organization and Key Personnel:

- Key personnel identified
- Detailed resumes’ provided
- Background and experience of personnel consistent with the needs of the District
- Specific responsible individual identified
- Support from regional and corporate levels
- Organizational chart provided
- Acceptable personnel replacement plan outlined

(Total points 25)

**General Guidelines**
- 25 = Far Exceeds
- 19 = Exceeds
- 12 = Meets
- 6 = Unacceptable
- 0 = Not Provided

### F. Program Cost

(Total points 10)

Determined By Formula

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Committee Member Printed Name and Signature

RFP No. 07-15/TW, Risk Management/Employee Benefits Consultant Services

Page 2 of 2

EXHIBIT 1.
EXHIBIT 2

COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---------------------------------------------------------------------------------------

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.

8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

---------------------------------------------------------------------------------------

CONTRACTOR: ____________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: ____________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ____________________________

TITLE: ____________________________
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

________________________________________
CONTRACTOR’S SIGNATURE/DATE

________________________________________
NAME/TITLE

Name of Company: _________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

   __________________________________________
   CONTRACTOR’S SIGNATURE

   __________________________________________
   NAME/TITLE of AUTHORIZED REPRESENTATIVE

   Name of Company: _________________________________
INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the __________________ of ________________________, a ________________, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm’s offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) ________________, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

________________________________________________________________________

________________________________________________________________________

I attest that ____________________________, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

________________________________________________________________________

(Signature) (Date)