



Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

**Request for Proposal (RFP) (Non-CCNA)**

Solicitation No.:	<b>RFP 160296/LKD</b>		
Solicitation Name:	<b>LIABILITY AND WORKERS' COMPENSATION SELF-INSURANCE SERVICES THIRD PARTY ADMINISTRATION</b>		
Open Date/Time:	<b>6/14/2016</b>	Time:	<b>2:30 PM</b>
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	<b>Lori DeLoach, CPPB</b>	Title	<b>Procurement Analyst</b>
Phone:	<b>(239) 533-8881</b>	Email:	<b>LDeLoach@leegov.com</b>
Requesting Dept.	County Administration		

Pre-Solicitation Meeting:	
Type:	<u>No meeting scheduled at this time</u>
Date/Time:	_____
Location:	_____

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



5/13/2016

**Notice to Contractor / Vendor / Proposer(s)  
RFP#160296LKD Liability and Workers' Compensation Self-Insurance Services Third Party  
Administration**

**REQUEST FOR PROPOSAL**

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for **Liability and Workers' Compensation Self-Insurance Services Third Party Administration** Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

**2:30 PM Tuesday, June 14, 2016**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from [www.lee.gov/procurement](http://www.lee.gov/procurement). Vendors who obtain scope of services from sources other than [www.lee.gov/procurement](http://www.lee.gov/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.lee.gov/procurement](http://www.lee.gov/procurement). It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

**There will be no Pre-proposal Conference for this RFP**

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lori DeLoach [LDeLoach@LeeGov.com](mailto:LDeLoach@LeeGov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

## GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Proposal”, and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation.

### 1) SUBMISSION OF PROPOSAL:

- a) Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - i) The envelope exterior: (label included in forms section)
    - (1) Marked with the words “Sealed Proposal”
    - (2) Name of the firm submitting the quotation
    - (3) Title of the proposal
    - (4) Proposal number
  - ii) The envelope shall include:
    - (1) One (1) original hard copy of the proposal submittal
    - (2) Six (6) electronic CD ROM or flash drive sets of the proposal submittal
      - (a) One single adobe PDF file and should be copied **in the same order as the original hard copy.**
      - (b) Limit the color and number of images to avoid unmanageable file sizes.
      - (c) Use a rewritable CD and **do not lock files.**
      - (d) If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive.
- b) Proposals are to include the following:
  - i) The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
  - ii) Required forms
  - iii) All other pertinent documentation required in the Request for Proposal.

- 2) **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- 3) **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 4) **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- 5) **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

**6) COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.

**7) EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

**8) ACCEPTANCE:**

a) The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

**9) RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:**

- a) The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.
  - i) Local Business Tax – Vendor shall submit within 10 calendar days after request.
  - ii) Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
  - iii) The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
  - iv) Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

**10) PRE-PROPOSAL CONFERENCE**

- a) A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.
- b) In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

**11) LEE COUNTY PAYMENT PROCEDURES:**

- a) All vendors are requested to mail an original invoice to:
  - i) Lee County Finance Department
  - ii) Post Office Box 2238
  - iii) Fort Myers, FL 33902-2238
- b) All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

- c) Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- d) Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

## 12) LEE COUNTY BID PROTEST PROCEDURE

- a) Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.
- b) The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.
- c) The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
- d) The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.
- e) The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.
- f) A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.
- g) Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.
- h) The Formal Written Protest shall contain the following:
  - i) County bid/proposal identification number and title.
  - ii) Name and address of the affected party, and the title or position of the person submitting the Protest.
  - iii) A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
  - iv) A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
  - v) All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
  - vi) A statement indicating the relief sought by the affected (protesting) party.
  - vii) Any other relevant information that the affected party deems to be material to Protest.
    - (1) Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be

practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for the affected party’s presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

- (2) The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.
- (3) Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.
- (4) Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.
- (5) If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board’s final determination concerning the award.
- (6) All formal bid/proposal solicitations shall set forth the following statement:
  - i) “FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

### **13) PUBLIC ENTITY CRIME:**

- a) Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

### **14) QUALIFICATION OF PROPOSERS:** (unless otherwise noted)

- a) Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

### **15) ORDER OF PRECEDENCE:**

- a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

**16) WAIVER OF CLAIMS:**

- a) Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

**17) AUTHORITY TO PIGGYBACK**

- a) It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

**18) COUNTY RESERVES THE RIGHT****a) Any Single Large Project**

- i) The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

**b) Disadvantaged Business Enterprises (DBE's)**

- i) The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.
- ii) The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

**c) Anti-Discrimination**

- i) The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:
  - (1) In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - (2) The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - (3) Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
  - (4) Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
  - (5) Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.
  - (6) In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.
  - (7) Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.
  - (8) The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's

representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

- (9) The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

## 19) AUDITABLE RECORDS

- a) The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

## 20) DRUG FREE WORKPLACE

- a) Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

## 21) REQUIRED SUBMITTALS

- a) Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

## 22) TERMINATION

- a) Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- i) The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.
- ii) Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

## 23) CONFIDENTIALITY

- a) Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

## 24) ANTI-LOBBYING CLAUSE

- a) All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

## 25) INSURANCE (AS APPLICABLE)

- a) Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.



**26) CONFLICT OF INTEREST**

- a) All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:
- b) The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.  
And:
- c) A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- d) Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

**27) COUNTY INTERPRETATION/ADDENDA**

- a) No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and **received no later than eight (8) calendars days prior to the bid opening date.**
- b) All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY’S Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY’S Web Site or contact the COUNTY’S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY’S Web Site at [www.leegov.com/procurement](http://www.leegov.com/procurement)
- c) It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

**28) CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

- a) The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

**29) MAJOR BREAKDOWNS/NATURAL DISASTERS**

- a) Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.
- b) Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

**30) DESIGNATED CONTACT**

- a) The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

**31) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

- a) The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

### 32) EVALUATION PROCESS AND CRITERIA

- a) Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.
- b) Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.
- c) Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria: **The following criteria are listed in random order, not in order of importance.**
- i) **Understanding of the Scope of Work**
- (1) Responsiveness to the requirements of this RFP.
  - (2) Quality of Proposal as it addresses the needs presented in the Scope of Work.
  - (3) Demonstrated understanding of the project.
- ii) **Technical Merits**
- (1) Proposed work plan and methodology, including proposed formats for reviews and reporting.
  - (2) Ability to meet project requirements, including Proposer's demonstrated willingness to devote adequate resources to the project to ensure quality, timely completion.
- iii) **Cost, if applicable**
- iv) **Company Management**
- (1) Business infrastructure.
  - (2) Financial status/stability.
  - (3) Project team organization and composition dedicated to this Contract.
  - (4) Location of Proposer's office from which project will be conducted.
- v) **Experience/Expertise**
- (1) Responsibility, capabilities, integrity and reliability of the firm.
  - (2) Experience doing similar projects for governments comparable in functions to Lee County.
  - (3) Demonstrated experience in the timely development, maintenance and administration of assessments/tests and in training staff relative to their use, analysis and revision.
  - (4) Number of year's proposer has been in the business of providing this type of service.
  - (5) Principle personnel including; quality, experience and expertise.
  - (6) Letters of reference
- vi) **Ranking/Scoring**
- (1) Following the initial evaluation process, the highest ranking (number one (1) being highest) Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.
  - (2) Lee County Procurement Management, Fort Myers, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The County reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.
  - (3) If multiple evaluations are completed the following process will be followed:
    - (a) The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and proposers ranked according to each evaluation committee members total points.
    - (b) **Ranking Method.** Lee County uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each

- individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").
- (c) Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
- (4) The County reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Procurement Management Director.

### Scoring Criteria

Evaluation Category	Category Title	Category Description	Points
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	25
2	Personnel	Personnel qualifications.	20
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	5
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.	50
			100

### RFP Submission Schedule

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	05/13/2016	N/A
Pre-Proposal Meeting	None at this time	N/A
Proposal Question Deadline	8 Business days prior to opening	Prior to 5:00 PM
Proposal Due	06/14/2016	2:30 PM
First Committee Meeting Short list discussion	07/12/2016	1:30 PM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD, optional	TBD
Commission Meeting	TBD	N/A

### Additional notes on Submission Schedule:

Meeting Location: \*1500 Monroe Street, Room 4D, Fort Myers FL 33901

**33) SELECTION/AWARD PROCESS**

- a) Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners. Upon approval from the Board, negotiations will commence with the selected Contractor(s). Upon successful completion of negotiations, the award and executed Contract(s) will be submitted to the Board of County Commissioners for approval. If a satisfactory Contract(s) cannot be negotiated in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Contractor(s) and begin Contract(s) negotiations with the next finalist.

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at [www.leegov.com/procurement](http://www.leegov.com/procurement) (Projects, Award Pending).

**34) TERM OF AWARD**

- a) If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof), for up to three additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions. **Unless otherwise stated in the technical/detailed specifications.**

**35) AGREEMENTS/CONTRACTS**

- a) The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

*End of section*

**Special Conditions:**

These are conditions that are in relation to this solicitation only and have not been included in the County standard Terms and Conditions or the Scope of Work.

Please compile proposals in the following order:

1	Qualifications of Company
2	Personnel
3	Services/References
4	Proposal Requirements
5	Required Forms

End of section

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
RFP160296/LKD  
LIABILITY AND WORKERS' COMPENSATION  
SELF-INSURANCE SERVICES THIRD PARTY ADMINISTRATION**

**36) SCOPE**

- a) This Request for Proposal (RFP) is issued by Lee County, Florida (hereinafter the "County") to request proposals for third party claims administration services for, but not limited to, general liability (GL), automobile liability (AL), public officials liability (POL), employment practices liability (EPL), professional liability (PL), and workers' compensation risks (WC). All proposals must be made on the basis of the specification contained herein.
- b) This RFP is issued to provide potential Proposers with information guidelines and rules to prepare and submit Priced Proposal Documents. The submittal must satisfy all criteria established in this RFP to qualify for an award.
- c) Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond. **The DBE goal for this project is 0%.**

**37) CONTRACT EFFECTIVE DATE, TERM**

- a) The initial contract is for a **term of three (3) years from date of contract execution, with one, three (3) year renewal for a total of six (6) years upon mutual agreement** of both parties, under the same terms and conditions. County renewal beyond the first term, and each subsequent year will in part be dependent upon acceptability of cost, service and provider stability. Pricing may be lowered at any time during the contract by amendment.

**38) BACKGROUND INFORMATION**

- a) Proposals for Liability and Workers' Compensation Third Party Administration Services are requested by Lee County.
- b) Lee County is located in the southwestern part of Florida. The County government seat is situated in Fort Myers, south of the Tampa Bay area. The County population is approximately 720,000.
- c) The County purchases excess commercial insurance with the following retentions: \$500,000 for liability and \$750,000 equivalent for workers' compensation risks. Services shall be for the Board of County Commissioners and the following constitutional officers: Clerk of Courts, Property Appraiser, Supervisor of Elections and Tax Collector. The Sheriff is not included in this request for proposal.
- d) Managed care services are not desired.
- e) The County's recent claims experience is provided later herein.

**39) MINIMUM QUALIFICATIONS *(Evaluation Category 1)***

- a) Proposers for Liability and Workers' Compensation Claims Administration Services must:
  - i) Demonstrate experience administering a liability and workers' compensation program for an employer with similar size and employees to Lee County.
- b) Experience
  - i) Give a brief history of your firm including number of years, organization and experience in performing the type of work required by this RFP.

- ii) List names, titles, professional qualifications and educational background for the principal and staff responsible for the Lee County account (please attach resumes). Adjuster license numbers issued by the Florida Department of Financial Services should be included within the professional qualifications.
- c) Financial Qualifications
  - i) Provide a brief description of your firm's financial condition, including a current annual financial report.
  - ii) Proposer shall demonstrate proof of ability to obtain and maintain throughout the contract period, the insurance requirements as specified in the proposal documents. Please provide a copy of certificate of insurance.
- d) Services
  - i) Proposal shall include all services and materials as described in Detailed Specifications.

**40) OFFICES/PERSONNEL/USE OF OUTSIDE SERVICES (*Evaluation Category 2*)**

- a) Provide information about the claims office where County files will be kept and how many persons will be assigned to the account. A local office (Lee County area) may be preferred.
- b) Explain your method of handling claims, e.g. to what extent do you handle claims in your office(s) and to what extent do you perform field adjusting. Indicate and explain if you have a formula for establishing a ratio of adjusters to claims and comment on their workloads. How many claims do they handle?
- c) For workers' compensation claims state which categories of persons handle medical claims only and which handle medical and indemnity.
- d) For general liability coverage, state which categories of persons handle bodily injury claims only and which handle property damage claims only and which handle both.
- e) State to what extent you use the services of outside adjusters, private investigators and others, e.g. for medical claims audits. State if there is an additional cost for services from other than your firm, and how the County will be billed.

**41) REFERENCES (*Evaluation Category 3*)**

- a) Provide a minimum of three (3) customer references that your firm has provided Liability and Workers' Compensation administration services in the past five (5) years. The clients used as references shall be similar in size to Lee County and the scope of services provided to these clients shall be similar to those requested in this RFP. **Use form 3.**

**42) ADMINISTRATION SERVICES (*Evaluation Category 4*)**

- a) Proposers should assume that they will handle all claims arising out of the above coverage.
- b) In accordance with any required time frames, prepare (with the County's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
- c) In accordance with any required time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
- d) Prepare, maintain, and file statistical or other records and reports as required by the County's excess insurers. Report claims to the County's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to the County. Follow specific written investigation procedures for any case for which the Excess Liability and Workers' Compensation Insurer requires specific notification or investigation.
- e) In accordance with any required time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus and, as applicable, Medicare Secondary Payer, or other appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.

- f) Comply fully with all rules, regulations, guidelines or procedures established by the County, the State of Florida, including Electronic Data Interchange (EDI), and Medicare Secondary Payer requirements.
- g) Provide the County, annually, with the latest pay lag report from the State of Florida.
- h) Recognize that the County will be continuing to develop a Workers' Compensation program which focuses on respecting the injured worker and the medical providers providing care. Proposers must be committed to work collaboratively with the County to effect program changes and enhancements. Annually, provide the County with an independent service audit as required by the financial auditors. The audit to be in an industry standard format such as SAS-70 or SSAE-16.
- i) Have a business continuity plan for ensuring that in the event of an emergency, e.g.; hurricane preparedness, how proposer's services will continue, how the County's employees will be paid indemnity, and how they will be instructed on obtaining medical care.

#### **43) CLAIMS HANDLING (*Evaluation Category 4*)**

- a) Administrators are to furnish information about the extent of claims handling services provided. Prompt claims service is expected. Conduct adequate, timely, and complete 24-hour contact of claims regardless of exposure. A toll-free phone number should be available or the County should be allowed to call the administrator collect regarding claims problems, questions, etc. The administrator shall use its best judgment in settling or denying claims and in setting reserves for future payment and shall perform the following functions with regard to claims:
  - i) Provide all reports, including unit statistical reports, required by the State.
  - ii) Comply with all applicable laws and regulations regarding workers' compensation benefits.
  - iii) Perform necessary investigations and other measures to assure claim validity.
  - iv) Establish and maintain complete claims files on each claim.
  - v) Properly review, process, and pay claims on a timely basis.
  - vi) Provide copies of all pertinent medical, legal and investigative reports, to keep the County up to date.
  - vii) Provide for timely notification of excess insurers, as required by excess insurance policies.
  - viii) Pursue all second injury funds, subrogation and other recovery opportunities.
  - ix) Continuously advise regarding actions, procedures, etc. which will result in control of claims.
- b) The County expects the administrator to have procedures for response to emergencies, including the name and/or office and telephone number where someone can be reached. Comment briefly on your emergency response procedure.
- c) It shall be the responsibility of the claims administrator to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. Claims administrator will be responsible for all required Electronic Data Interchange (EDI) Division of Workers' Compensation (DWC) reporting.
- d) The claims administrator must agree to reimburse the County for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.
- e) The claims administrator is expected to be familiar with applicable laws regarding potential liability for injury or damage or other loss to members of the public (e.g. familiarity with Florida's sovereign immunity statutes, Federal law regarding governmental liability, etc.).
- f) The County may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. Claim administrators must agree to work collaboratively with these outside professionals, including data sharing, portals, and other methods for sharing information.
- g) The County reserves the right to direct the claims administrator in writing regarding payment of claims. The County reserves the right to establish a limit on the amount of payment that can be made by the administrator without County authorization.



- h) State how often claims files are reviewed by supervisors or auditors within your firm.
- i) State if you have standardized reserving practices and comment briefly about your policy and formulas for establishing reserves, developing incurred but not reported claims estimates, and the extent to which you will consider the County's opinion on reserves.
- j) Explain the workloads of adjusters and what the formulas does your firm have for establishing a ratio of adjusters to claims. Explain assurances that these formulas will not be exceed.

#### **44) FIRST NOTICE OF INJURY SERVICES (*Evaluation Category 4*)**

- a) Proposers are requested to provide the following administrative services:
  - i) Provide reporting procedures such as but not limited to 24-hour telephonic and internet based claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. Proposers must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the County.
  - ii) Receive and examine on behalf of the County all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the County, provide immediate referral to specialty medical providers for injuries.
  - iii) Coordinate data between first report of injury and claims administration system.
  - iv) The on-line claim security shall permit on-line input of accident reports by County staff.

#### **45) COORDINATION WITH EXCESS INSURERS (*Evaluation Category 4*)**

- a) The Administrator shall agree to be responsible for reporting to specific and aggregate excess insurers' claims required within the terms and conditions of the specific and aggregate insurance.

#### **46) CLAIMS EXPERIENCE RECORDS/REPORTS (*Evaluation Category 4*)**

- a) Proposers are expected to provide monthly and annual summaries of claims by type of risk and should recap each year's experience, including prior years, to date. The reports should be on a fiscal year basis, with an October 1 anniversary. Reports should be provided within 30 days of the end of the period for which each report applies.

#### **47) EXPERIENCE MODIFICATION**

- a) The County's 2015 Experience Modification is 0.92.

The County's payroll covered by its Workers' Compensation insurance is:

<i>Entity</i>	<i># Employees</i>	<i>Annual Payroll</i>
Board of County Commissioners		<b>\$114,212,621</b>
Clerk of Courts		<b>15,289,163</b>
Property Appraiser		<b>5,754,375</b>
Supervisor of Elections		<b>2,398,216</b>
Tax Collector		<b>8,682,955</b>
<b>TOTAL</b>	<b>3,290</b>	<b>\$146,337,330</b>

**The County's recent Workers' Compensation claims history as of March 31, 2016 is:**

Year	# of Closed Claims		# of Open		Total # of Claims
	Med Only	Lost Time	Med Only	Lost Time	
10/2015-16	<b>49</b>	<b>7</b>	<b>35</b>	<b>21</b>	<b>112</b>
10/2014-15	<b>178</b>	<b>22</b>	<b>1</b>	<b>9</b>	<b>210</b>
10/2013-14	<b>170</b>	<b>48</b>	<b>0</b>	<b>11</b>	<b>229</b>
10/2012-13	<b>172</b>	<b>34</b>	<b>0</b>	<b>9</b>	<b>215</b>
10/2011-12	<b>221</b>	<b>47</b>	<b>0</b>	<b>4</b>	<b>272</b>
10/2010-11	<b>164</b>	<b>75</b>	<b>0</b>	<b>6</b>	<b>245</b>

**The County's recent General Liability claims history as of March 31, 2016 is:**

Year	# of Closed Claims		# of Open Claims		Total # of Claims
	Bodily Injury	Property Damage	Bodily Injury	Property Damage	
10/2015-16	<b>0</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>6</b>
10/2014-15	<b>2</b>	<b>1</b>	<b>10</b>	<b>0</b>	<b>13</b>
10/2013-14	<b>5</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>16</b>
10/2012-13	<b>11</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>20</b>
10/2011-12	<b>25</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>34</b>
10/2010-11	<b>19</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>21</b>

**The County's recent Automobile claims history as of March 31, 2016 is:**

Year	# of Closed Claims		# of Open Claims		Total # of Claims
	Bodily Injury	Property Damage	Bodily Injury	Property Damage	
10/2015-16	<b>1</b>	<b>1</b>	<b>5</b>	<b>3</b>	<b>10</b>
10/2014-15	<b>8</b>	<b>5</b>	<b>13</b>	<b>7</b>	<b>33</b>
10/2013-14	<b>20</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>31</b>
10/2012-13	<b>22</b>	<b>18</b>	<b>4</b>	<b>4</b>	<b>48</b>
10/2011-12	<b>30</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>44</b>
10/2010-11	<b>28</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>42</b>

**The County's recent Error and Omissions claims history as of March 31, 2016 is:**

Year	# of Closed Claims	# of Open Claims	Total # of Claims
10/2015-16	<b>0</b>	<b>1</b>	<b>1</b>
10/2014-15	<b>0</b>	<b>0</b>	<b>0</b>
10/2013-14	<b>0</b>	<b>0</b>	<b>0</b>
10/2012-13	<b>0</b>	<b>0</b>	<b>0</b>
10/2011-12	<b>0</b>	<b>0</b>	<b>0</b>
10/2010-11	<b>1</b>	<b>0</b>	<b>1</b>

**48) MANAGEMENT INFORMATION SYSTEMS/ON-LINE INTERFACE** *(Evaluation Category 4)*

- a) Describe your management information system and its attributes.
- b) The County shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the County. Explain any options which your system has that will permit the County online access to your database. Identify any special license and software costs for accessing your system. The County will be provided with at a minimum four (4) free licenses to access your system.
- c) State the extent to which you electronically interface with managed care providers to maximize efficiency for all involved in the process.

**49) SPECIAL REPORTS** *(Evaluation Category 4)*

- a) Indicate if you have the ability to provide detailed information in your reports such as type of accident, accident site, department, date and time, cause of accident, injury and part of body.
- b) Submit a listing of the variety of claims reports available and sample copies of formats that may be requested by the County.

**50) REPORT RETENTION** *(Evaluation Category 4)*

- a) State how long you will retain the County's claims records.

**51) REPORT COST** *(Evaluation Category 4)*

- a) Submit a listing of the variety of claims reports available within your basic cost, and sample copies of formats that may be requested by the County for an additional charge. If there is an extra charge for any reports, be specific about which ones and at what cost.

**52) EXPERIENCE MODIFICATION EVALUATION** *(Evaluation Category 4)*

- a) Explain your capabilities and cost for evaluating the County's workers' compensation experience modification and for effecting a revised modification, if appropriate.

**53) CLAIMS FUNDING/BANKING** *(Evaluation Category 4)*

- a) Indicate the various options to which you are agreeable for funding the County's claims expenses and state whether or not you have a preference for banking arrangement for County funding of the claims.

**54) CLAIMS HANDLING BEYOND CONTRACT TERMINATION** *(Evaluation Category 4)*

- a) The administrator shall, in addition to providing information about costs of claims administration, indicate its responsibility for paying claims in the future if the basic claims administration contract should be terminated (e.g. the claims administrator should state its responsibility and costs for handling claims to conclusion beyond termination of the claims handling contract).

**55) FEES/COSTS** *(Evaluation Category 4)*

- a) Lee County requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of compensation paid to any agent, broker, lobbyist or third party must be identified in the proposal and throughout the term of the contract. Proposers must identify all sub-contractors who will be used to provide the services outlined in this RFP. The fee paid by the County must be the only compensation to the proposer for services provided to the County and proposers must receive no revenue for these services from sub-contractors.
- b) Provide a complete listing of the types of charges, the basis and method for charging for your services. Be explicit about additional compensation your firm will receive or pay in dealing with others, e.g. managed care services firms, prescription drug companies, loss control/safety firms, preferred provider networks, and others not directly employed by your firm.

**56) CLAIMS PAYMENT AUTHORITY**

- b) The administration firm will have payment authority up to \$10,000 for workers' compensation claims and up to \$10,000 for liability claims. All claims payments must be reviewed by the County's Risk Manager. Any settlement is to include preparation and actuation of all necessary stipulations, compromises, and release agreements.

**57) HANDLING OF OPEN CLAIMS *(Evaluation Category 4)***

- a) State separately the fees and costs to be charged for handling the County's open claims as of the inception of the proposed claims administration contract. Proposals must provide both flat and per claim fees.

**58) PROPOSAL SUMMARY FORMS *(Evaluation Category 4)***

- a) This proposal summary is prepared to facilitate Lee County's review of proposals received. It contains general information applicable to each firm proposed.
- b) Proposers are encouraged to complete the forms in its entirety. However, because the County recognizes that it is not possible to predict how much space will be needed for each answer to each question, proposers may need to provide an attachment for responses which are lengthier than the space provided.
  - i) Proposer should provide the firm's contact information to include the primary representative's name.
  - ii) Provide the primary claims office location where the County's files will be kept.
  - iii) For liability claims, include all per claim fees including the option to take over open claims. Include per claim fee even if the estimated claim is zero (0).
  - iv) For workers' compensation claims, include all per claim fees including the option to take over open claims. Include per claim fee even if the estimated claim is zero (0).
  - v) Lee County expects transparency as such proposer is to provide all other fees not listed.
    - (1) Provide any and all fees if any, for reports such as but not limited to Florida Department of Financial Services Unit Statistical Report (SI-17), Certification of Servicing for Self-Insurers (SI-19), or any other reports sent to state, federal, or any rating bureaus.
    - (2) Provide any and all fees if any, for experience modification evaluation.
    - (3) List any and all agent/broker commission, finder's fees, or any other fees not listed on this form.
  - vi) Proposers are to provide in further details other costs not listed in this form.
    - (1) Provide if any, any and all state assessment fees.
    - (2) Explain any ancillary service not listed in this RFP and list costs for such services.
  - vii) Proposers are to provide in further details other costs or expenses for workers' compensation claims not listed in this form.
    - (1) Provide information on your firm's provider network savings to include percentage of bill review savings.
    - (2) Provide fees for medical bill review. If included in the claim fee, proposers are to advise.
    - (3) Proposers are to provide fees for use of telephonic case management. If costs are base on an hourly rate, proposers are to list such rate.
    - (4) Proposers are to provide fees for use of field case management. If costs are base on an hourly rate, proposers are to list such rate.
    - (5) Proposers are to provide fees for use of risk control services. If costs are base on an hourly rate, proposers are to list such rate.
    - (6) Provide fees for Center for Medicare & Medicaid Services (CMS) reporting. If included in the claim fee, proposers are to advise.
    - (7) Claim subrogation should be included within the claim handling fee. If subrogation is not included, proposers are to list fees related to claim subrogation.
    - (8) Explain when proposers are to use utilization review programs and what are the costs associated with such program.

- viii) State the time period for which liability and workers' compensation claims services will be provided for ongoing claims after termination of your contract without charge, e.g. six (6) months, two (2) years, until closed. State the basis and the charge to be made for providing claims services after the time period has expired.
- ix) List any thresholds for upgrading a Medical Only (MO) claim to an indemnity claim, other than payment of indemnity benefits, e.g. length of time open, medical costs, reserves limits.
- x) Proposers are to include any and all administration fees or any other fees not identified in this RFP.
  - (1) Basic claims experience reports should be included in within the administration fees. If these costs are not included, proposers are to provide costs for these basic reports.
  - (2) Proposers are to advise of cost associated with electronic claim reporting and should provide other alternatives to electronic claim reporting and its costs.
  - (3) Provide any and all fees if any, for old claims integrations into proposers database.
  - (4) There are times in which special claims experience reports may be needed. Include if any, costs associated with creating special claims experience reports.
  - (5) The County is requesting four (4) free online accesses to the proposers risk management information system (RMIS). Provide the amount of free system accesses the proposer will provide and costs for accesses outside of the requested amount. Provide any special conversion, licenses, or software costs for accessing your system.
  - (6) Provide if any, your firm's annual administration fees.
  - (7) List any other costs not specified and the services for these costs.
  - (8) Include costs if any, of service contracts not limited to contracted adjusters, private investigators, medical review auditors.
  - (9) As an option, please provide a flat fee alternative for the services being proposed.
- c) No one is authorized to use the forms for any purpose other than to respond to this specific RFP.
- d) No one is authorized to alter the proposal summary content; such alteration could result in disqualification of the proposal.
- e) Should there be a calculation error unit pricing shall prevail.

## **59) HOLD HARMLESS/INDEMNIFICATION**

- a) During the term of this proposal, the proposer shall indemnify, hold harmless, and defend the Lee County Board of County Commissioners, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the County, its agents, servants and employees may pay or become obligated to pay on account of any actions founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the County for the purpose of performing services.

## **60) COUNTY CONTROL**

- a) The County reserves the right to direct the claims administrator in writing regarding settlement of claims.

## **61) LEGAL SERVICES**

- a) Explain to what extent you will be involved in litigation management. The County Attorney's office handles and controls all litigation. Accordingly, attorneys must be designated by the County, unless otherwise instructed. However, you may recommend well qualified legal counsel for the County's consideration.

## **62) RIGHT TO INSPECT/COPY/AUDIT**

- a) The County shall have the right to inspect, copy, or audit the files, including the right to utilize an outside auditor for these functions on the County's behalf.

**63) CLAIMS RECORDS AS PROPERTY OF THE COUNTY**

- a) The claims administrator shall provide written comment on its understanding that all claims files and other records, documents, lists, supplies, etc. pertaining to claims are the property of the County, not the administrator, and shall be given to the County upon contract termination.
- b) The administrator is permitted to make and maintain duplicate copies of the files, records, documents etc. if the administrator is desirous of such records subsequent to contract termination.

Thanks for your cooperation. It will greatly facilitate Lee County's review of your proposal.

End of sections



## Standard Insurance Requirements with Professional Liability

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
- \$500,000 per occurrence
  - \$1,000,000 general aggregate
  - \$500,000 products and completed operations
  - \$500,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
- \$500,000 combined single limit (CSL)
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
- \$100,000 per accident
  - \$100,000 disease limit
  - \$500,000 disease – policy limit
- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.
- \$1,000,000 combined single limit (CSL) of BI and PD

\*The required minimum limit of liability shown in a and b may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**End of section**



## REQUIRED FORMS

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

### Form #    Title/Description

#### *1      Solicitation Response Form*

The corporate or mailing address must match the company information as it is listed on the Florida Department of state Division of Corporations. Attach a copy of the certification from <http://www.sunbiz.org>. All signatures must be by an authorized company representative

#### *1a     Proposal Form (required form used for Non-CCNA solicitations)*

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

#### *2      Affidavit Certification Immigration Laws*

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

#### *3      Reference Survey*

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. Section 1: Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the proposer’s information)
2. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
3. Section 2: Enter the name of the Proposer
4. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
5. A minimum of 3 reference responses must be returned.
6. Responses are due: (*see front cover for the solicitation type*)
  - Bids and NON-evaluated (by Committee) solicitations: Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of Intended Decision or Notice of Intent has been issued.
  - CCNA and other Committee evaluated proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.

Failure to obtain reference surveys may make your company non-responsive.

7. Section 4: The reference respondent to print and sign name

#### *4      Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter “None” in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the block number 3.

#### *5      Affidavit Principal Place of Business*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

**6**     ***Sub-Contractor List***

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7**     ***Public Entity Crimes Form (Required form)***

Self explanatory.

**8**     ***Trench Safety (Required for Construction Projects Only)***

Self explanatory.

***Business Relationship Disclosure Requirement (if Applicable)***

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

***Proposal Label (Required)***

Self explanatory. Please affix to the outside of the sealed submission documents.

***Proposer Checklist (not a required form)***

Self explanatory.

Form#1 – Solicitation Response Form

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM



Date Submitted \_\_\_\_\_ Deadline Date: 06/14/2016

SOLICITATION IDENTIFICATION: RFP160296/LKD

SOLICITATION NAME: Liability and Workers' Compensation Self-Insurance Services Third Party Administration

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

\*\* Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. ALL

PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

**3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

\_\_\_\_\_ **Business Relationship Applicable**                      \_\_\_\_\_ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposers' please attach a current certificate \_\_\_\_\_ Yes \_\_\_\_\_ No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County.
- 6 Are there any modifications to the solicitation or specifications \_\_\_\_\_ Yes \_\_\_\_\_ No

Modifications:

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Where Proposer is a Corporation, add:

\_\_\_\_\_  
Company Name: (Name printed or typed)

(Seal)

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

\_\_\_\_\_  
Attest: (Secretary name printed or typed)

\_\_\_\_\_  
Authorized Proposer: (Name printed or typed)

\_\_\_\_\_  
Proposer Title

\_\_\_\_\_  
Authorized Proposer Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

## Form#2 – Affidavit Certification of Immigration Laws



### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP160296/LKD** SOLICITATION NAME: **Liability and Workers' Compensation Self-Insurance Services Third Party Administration**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

Signature	Title	Date
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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_ as identification. (Type of Identification and Number)

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

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form#3 Reference Survey



Lee County Procurement Management  
Reference Survey

Solicitation #RFP160296/LKD Liability and Workers' Compensation Self-Insurance Services Third Party Administration

ion 1

FROM:		BUYER: Lori DeLoach, CPPB, Procurement Analyst
COMPANY:		DATE: 06/14/2016
PHONE #:		TOTAL # PAGES: 1
FAX #:		PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: <a href="mailto:LDeLoach@LeeGov.com">LDeLoach@LeeGov.com</a>
SUBJECT:	Reference for work completed regarding (Proposer project name):	

You as an individual or Your company has been given as a reference on a project identified above.  
Description of Lee County Project: **to provide Liability and Workers' Compensation Self-Insurance Services Third Party Administration**

12

**Proposer name** (reference is being provided for):

3

"YES" OR "NO"

1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you:	

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Lori DeLoach  
Email [LDeLoach@leegov.com](mailto:LDeLoach@leegov.com) or FAX # 239-485-8383

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

*Form#4 - Negligence or Breach of Contract Disclosure Form*



**ALLEGED NEGLIGENCE OR BREACH  
OF CONTRACT DISCLOSURE FORM**

**Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.**

1.	Your Company Name			
2.	Type of Incident	Place an "X" in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, City, and State)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action? (who prevailed)			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the line 3 of this page and return it with the company name completed.

Page Number:  of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

**Alternate Reporting:** If you have more than 10 lawsuits, report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the information requested above. (Do not include litigation with your company as the plaintiff). Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" if you use this alternate method.

Form#5 - Affidavit Principal Place of Business



**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Local Vendor Preference (Non-CCNA)  
(Lee County Ordinance No. 08-26)  
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

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

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_

⇒ \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:  
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

**20** \_\_\_\_\_ by \_\_\_\_\_ who has produced \_\_\_\_\_ as identification (or personally known)  
\_\_\_\_\_ Type of ID and number

⇒ \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_ Notary Commission Number and expiration

- 1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
\_\_\_\_\_ Collier County  
\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years  
\_\_\_\_\_ Yes\*    \_\_\_\_\_ No    \*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_





Form#6-Sub-contractor List



**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

**Form# 7: Public Entity Crime Form**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
*(Print name of the public entity)*
- by \_\_\_\_\_  
*(Print individual's name and title)*
- for \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Form#8: Trench Safety (Required for Construction Projects Only)**

**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$				_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Company Name)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)  
\_\_\_\_\_  
(name of notary typed, printed or stamped)  
\_\_\_\_\_  
(title or rank)

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(serial number, if any)

*Sealed Proposal Label (Required)*

**Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Proposal”.**

<b>PROPOSAL DOCUMENTS • DO NOT OPEN</b>	
SOLICITATION No.:	RFP160296/LKD
SOLICITATION TITLE:	<b>Liability and Workers’ Compensation Self-Insurance Services Third Party Administration</b>
DATE DUE:	<b>06/14/2016</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____
	(Name of Company)
Email address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe Street, 4th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(This is the Lee County Public Works Building)  
Main Line: 239-533-8881

**PLEASE PRINT CLEARLY**

**Proposer Check List**LEE COUNTY PROCUREMENT MANAGEMENT -  
**PROPOSER CHECK LIST****IMPORTANT:** Please check off each of the following items as the necessary action is completed:

	1	The Solicitation has been signed and with corporate seal (if applicable).
	2	The Solicitation prices offered have been reviewed (if applicable).
	3	The price extensions and totals have been checked (if applicable).
	4	Substantial and final completion days inserted (if applicable).
	5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
	6	All addendums issued, if any, have been acknowledged in the space provided.
	7	Licenses (if applicable) have been inserted.
	8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	9	Required Form: Provided a copy of corporate registration from <a href="http://www.sunbiz.org">www.sunbiz.org</a>
	10	Required Form 1: Solicitation form completed
	11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
	12	Required Form 3: Reference Surveys have been sent to reference respondents
	13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
	14	Required Form 5: Affidavit Principal Place of Business
	15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
	16	Required Form 7: Public Entities Crime Form
		Business Relationship Disclosure Requirement (if Applicable)
	17	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: <ul style="list-style-type: none"> <li>✓ Solicitation Number</li> <li>✓ Opening Date and/or Receiving Date</li> <li>✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4<sup>th</sup> Floor Fort Myers, FL 33901</li> </ul>
	18	The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)
	19	All modifications have been acknowledged in the space provided

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**