

**Request For Proposals #23-202**  
**Insurance Brokerage and Consulting Services**

Issue Date	December 7, 2022
Question & Answer Deadline	December 16, 2022
Due Date / Time	January 5, 2023, at 2:00 PM

Direct all inquiries in writing to:

Marsha Brown

Chief Financial Officer Suwannee County School Board

Marsha.brown@suwannee.k12.fl.us

Sealed responses will be received by Suwannee County School Board, Chief Financial Officer, 1740 Ohio Ave. South, Live Oak, FL 32064. Please note that receipt of response means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE SUWANNEE COUNTY SCHOOL BOARD ADMINISTRATIVE OFFICE. Responses must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package.

Responses will not be accepted or considered after the specified time and date listed above.

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## REQUEST FOR PROPOSAL

#23-202

### HEALTH INSURANCE BROKERAGE AND CONSULTING SERVICES

#### 1. OVERVIEW

- 1.1. Purpose: Suwannee County School Board (SCSB), hereafter referred to as "SCSB", is seeking responses from qualified proposers interested in providing Insurance Brokerage and Consulting Services. The recommended award will be to the most qualified proposer(s) as determined by recommendation from the Fringe Benefits Committee to the Superintendent from the top three (3) respondents as determined by an Independent Evaluator, hereafter referred to as "IE".
- 1.2. District Profile: SCSB is a public school system providing elementary, middle and high school curriculum to Suwannee County, Florida residents. SCSB provides education to Pre K – 12 students as well as adults through its RIVEROAK Technical College. SCSB currently has approximately 800 full time employees and approximately 490 are enrolled in health insurance plans.
- 1.3. Contract Structure
  - 1.3.1. Scope of Work: The scope of work under this contract is specified in Section 8 of this RFP.
  - 1.3.2. Contract Structure: SCSB shall contract the above-mentioned services under a single contract. The single contract, however, shall be packaged into one Master Service agreement with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided.
  - 1.3.3. Contract Term and Sequence: The Master Service Agreement (MSA) is the first Agreement that shall be exercised for three years with two (2) three year renewals as approved by SCSB. Separate and individual Scopes of Work (SOW) may be issued that are specific to the needs of the project.

#### 2. EVALUATION OF RESPONSES

**Responses shall be reviewed and evaluated by a District selected independent evaluator that is NOT responding to nor affiliated with any responding entity as described herein.**

##### 2.1. Independent Evaluator

- 2.1.1. Independent evaluator, hereafter referred to as "the IE", shall review, evaluate, and rank the top three (3) valid responses submitted based on the evaluation criteria. The top three (3) vendors, as selected by the IE will be forwarded to the District for a scheduled presentation to the Board and the District's Fringe Benefits Committee.
- 2.1.2. The IE will rank order from the top three (3) vendor proposals selected, from first (most highly recommended) to third (least likely recommended) for the Board and District Fringe Benefits Committee review and consideration.

##### 2.2. Evaluation Process

- 2.2.1. The selection process to evaluate the responses under this RFP shall be conducted in accordance with the evaluation procedure as described in this section. The IE shall evaluate accepted responses. The SCSB, in collaboration with the District's Fringe Benefits Committee, shall be the sole judge as to which response is best and, in ascertaining the best response, shall take into consideration the financial resources, reputation, fit of proposed solution, and experience in performing similar work, as generally described below.
- 2.2.2. SCSB shall generally follow the above shown process; in doing so, SCSB at its will, reserves, at a

minimum, the following rights:

- a. The award shall be made to the Proposer that best meets SCSB needs.
- b. SCSB also reserves the right to waive minor irregularities in responses if that action is in the best interest of SCSB. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract;
- c. SCSB reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information the District may deem necessary:
  - i. SCSB reserves the right to further negotiate any response, including price, with the highest rated Proposer. If a contract cannot be reached with the highest rated Proposer, the District reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until a contract is reached;
  - ii. SCSB shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by SCSB;
  - iii. SCSB, at its sole discretion may waive the requirement to have demonstrations or interviews;
  - iv. SCSB, at its sole judgment, will award or reject any or all responses as is in the best interest of SCSB and the decision shall be final.

## 2.3. EVALUATION STEPS

- 2.3.1. Response Opening: Response submittals shall be received and publicly opened. Only the names of Proposers will be read at this time. Responses will be forwarded to the IE.
- 2.3.2. Step 1: In this stage, the IE shall evaluate each written response based on the evaluation criteria listed in 2.4, using a 0-100 rating system.
  - a. Step 1a: The IE will use the scoring rubric to create a raw score
  - b. Step 1b: The top three (3) raw scores will be submitted back to the District, to proceed with the steps outlined below.
- 2.3.3. Step 2: In this stage, the finalists shall be notified by the Chief Financial Officer of the process for the oral presentations. Step 2 evaluation is a "fresh evaluation" with scores from Step 1 not being carried forward:

The finalists and their sub proposers may be required to appear (face to face required), in no particular order before the SCSB Board, Fringe Benefits Committee, and Superintendent for an oral presentation/interview of their response and detailed discussion of the elements of their response;

  - a. The Chief Financial Officer will assign the date for the on-site demonstrations and/or oral presentations;
  - b. The vendor's key team members should actively participate in the oral demonstration/presentations to the SCSB Board at the discretion of the vendor. The SCSB, members of the District's Fringe Benefits Committee, and the Superintendent may ask questions of any vendor/team members present.
  - c. While the meeting/oral presentations that are presented by the three selected for this format are not precluded from sitting in the audience while presentations are being made from other vendors, it is requested, that each presenter(s) for a given vendor only be present in the meeting room during their appointed time.

- d. Following the oral presentations, the Fringe Benefits Committee will confer with the Superintendent to formulate a recommendation of the successful presenter back to the full Board for a vote. The successful vendor will be notified of such selection within 24 hours of the Board vote.

2.3.4. This procurement will comply with applicable Board Policies, State Board Rules, and Florida Statutes. The selection of a vendor/firm may be made without further discussion with Proposer(s) following the Board vote.

- a. No Proposer shall have any rights against SCSB arising from a final decision as voted by the Board.

#### 2.4. EVALUATION CRITERIA (To be Utilized by the IE)

2.4.1. The evaluation table below shows the evaluation criteria. These criteria shall be used through the evaluation process by the IE to identify the top three (3) selected for presentations as outlined above.

Criteria No.	Main Criteria Description	Points
1.	Qualifications, Experience of Team members and References	0-15
2.	Vendor Methodology	0-15
3.	Staffing Plan to Demonstrate How Vendor will Meet Scope of Services	0-30
4.	Local Office Presence/Ability to be onsite as needed	0-15
5.	Other Firm capabilities & Pricing	0-25
	TOTAL	100 pts

## 2.5. Schedule/Project Timeline

December 7, 2022	RFP #23-202 Published
December 16, 2022 2:00 PM EST	Last Day to Request Additional Information or Clarification
January 5, 2023 2:00 PM EST	Response Due Date
January 17, 2023 9:00 AM EST	Oral Presentations/Demonstration Committee / SCSB Workshop / SCSB Board Meeting to follow
January 17, 2023 SCSB Board Meeting TIME TBD	Award Date

## 3. **RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED**

3.1. Response Order: In order to maintain comparability and consistency in review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit **one (1)** unbound original (clearly marked as such) and five (5) exact duplicates for a total of six (6) physical copies. **One electronic copy on USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire response and save it as one (1) pdf document. Responses not meeting the requirements below may be determined to be non-responsive, non-responsive responses will receive no further consideration.

3.1.1. Table of Contents: Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the response, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

3.1.2. Tab 1 - Cover Letter and Compliance Information: Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific response. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Clearly demonstrate your familiarity with the RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response are considered to be accepted by the proposer. A person who is authorized to commit the Proposer's organization to perform the services included in the response must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto.

- a. Include under this tab the following signed forms (*An original form and signature is required. These forms must not be modified in any manner.*).

- i. Vendor's Statement of Qualifications (Appendix A)
- ii. Acknowledgement of Business Type (Appendix B)
- iii. Statement of Affirmation and Intent (Appendix C)
- iv. Mutual Non-Disclosure Agreement (Appendix D )
- v. Addenda Form / Dispute Resolution Clause (Appendix E)
- vi. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F)
- vii. Drug Free Workplace Certification (Appendix G)
- viii. Public Records Act/Chapter 119 Requirements (Appendix H)
- ix. Insurance Certificate (See Section 6.11.2)

3.1.3. Type of Business (Refer to Appendix B): The Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership; bank reference; and other information to verify financial responsibility.

- a. If the Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- b. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
- c. Principals: The Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in the Proposer's firm.
- d. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.
- e. Drug-Free Workplace: If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place. (Reference Appendix G) Responses received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- f. Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix C) included in this package

3.2. Tab 2 – Qualifications, Experience of Team Members and References: Summarize the qualifications of the Proposer's project team. Where the project team includes sub- contractors or sub- consultants, qualifications of the proposed sub-contractors or sub- consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SCSB contract.

3.2.1. In order to be considered for award, Proposer must demonstrate financial stability to SCSB. Proposer must provide at a minimum one of the following:

- a. A Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. **OR**
- b. Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to the Chief Financial Officer. All costs associated with this report shall be borne by Proposer. **OR**
- c. Certified Financial Statements – Copy of audited financial statement for each of the last two years,

by an independent certified public accounting firm or Federal Tax Return for previous years.

3.2.2. Background - Provide a profile of your organization:

- a. Provide a core contact with name, title, email, address, phone, and fax
- b. Where are your corporate offices located?
- c. Do you have, or will you place any offices in Suwannee County or any contiguous counties?
- d. Please list the number of years your company has been in operation.
- e. Describe your support and quality assurance resources.
- f. Company website
- g. Number of clients: Active and Inactive.
- h. Provide evidence of licensing required to support group policies inside and outside the State of Florida.

3.2.3. Experience - Describe your company's experience with the services specified. Prefer at least five years' experience working with school districts.

- a. Describe how your organization is organized and staffed to support the required services in the scope of work.
- b. Identify key personnel and provide biographical information pertaining to their backgrounds, expertise and job descriptions. Provide an organizational chart.
- c. How would this team be organized to service our organization?
- d. SCSB will require a single point of contact for all services. Does your company have a dedicated resource with a knowledge base around the educational sector?
  - i. Who
  - ii. Biographies
  - iii. Job Description

3.2.4. References: Please provide three (3) public entity clients as references, including at least two whose medical coverage is self-funded. Proposers shall be required to sign the form in Section 10 giving SCSB and IE authorization to contact and check previous performance on projects. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. SCSB and/or the IE will contact these references during the evaluation process. Non-responsive references may reflect negatively on the vendor.

3.3. Tab 3 Vendor Methodology:

3.3.1. Vendor Methodology

- a. Describe plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control and deliver the work specified until successful completion.
- b. Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and vendor) community.
- c. Define the expectations that you have of your clients.



d. Describe any additional value added services that vendor is proposing.

### 3.4. Tab 4: Staffing Plan to Demonstrate How Vendor will Meet Scope of Services

Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:

- Project organization chart showing SCSB and Proposer staff, role descriptions, and a description of the correlation between SCSB and Proposer roles.
- Roles and Responsibilities, describe the Proposer's role and the expected District's role for this project.

#### 3.4.1. Project Organization

- a. Describe in detail how the Proposer's team shall be organized; identify the relationships among all the key personnel. Include single point of contact for SCSB.
- b. Describe in detail how the Proposer plans to allocate responsibilities/lead roles and work for the various tasks.
- c. Identify and describe proposed staff classifications and their responsibilities. Proposed Staff Classifications for development, implementation and production service

### 3.5 Tab 5 – Local Office Presence/Ability to be onsite as needed

#### 3.5.1 Please address the following:

- d. Provide a complete description of how your office will provide service to SCSB staff, employees, and retirees.
- e. Identify the physical location or proposed physical location of your nearest office, the hours your office is staffed, and whether your office is staffed with personnel capable of addressing the issues and concerns of SCSB staff, employees, and retirees, including the number of licensed personnel authorized to discuss coverage.
- f. What is the standard response time for emails, voice mails, or physical messages?
- g. Can SCSB employees schedule appointments with your staff to discuss specific issues that may be confidential in nature?
- h. Please describe your process for assisting SCSB personnel with issues related to eligibility, billing, and other administrative matters.

### 3.6 Tab 6 – Other Firm Capabilities

Provide answers to the following questions:

3.6.1 Do you provide any benefits administration services, including outsourcing, systems or consulting support?

3.6.2. Describe how you would support the benefits enrollment process for new hires and during annual enrollment.

3.6.3 Will you be the direct provider of benefit administration services? If not, describe your relationship with the providers and your association and the physical location of the team that would provide direct services to our employees.

3.6.4 Describe how your Benefit Advocacy Center team resolves claims issues and answers employee and dependent questions regarding our Health and Welfare program.

3.6.5 Provide an organizational chart of the team that would work directly with SCSB staff.

3.6.6 Do you have attorneys on staff who specialize in Health and Welfare that SCSB points of contact would have

access?

- 3.6.7 Advise who you would assign from your communications team to support our account?
- 3.6.8 How will you develop our employee communication plan?
- 3.6.9 What is the total number of employees in your company? What is the total number of employees in your benefits group.
- 3.6.10 Describe some effective strategies to manage pharmacy costs and your expertise in this area.
- 3.6.11 How are benefits structured at your company? What creative ideas do you use to reduce costs while providing good benefits?
- 3.6.12 Explain your ability to monitor regulatory and legislative developments in areas such as cafeteria plans, COBRA, HIPAA, healthcare reform, FMLA and other benefits issues including relevant statutes, rules and regulations on the federal, state and local levels that may impact the benefits we provide. How will this be communicated? Provide name(s), qualifications, experience and location(s) of assigned compliance staff.
- 3.6.13 What is your experience and understanding of IRS compliance requirements?
- 3.6.14 What “hands-on” compliance assistance with healthcare reform requirements do you provide?
- 3.6.15 Detail your ability to monitor regulatory and legislative developments on the subject of healthcare reform and the Patient Protection and Affordable Care Act at both the state and federal levels, and how this will be communicated to us.
- 3.6.16 Describe your capabilities and resources available for actuarial analysis of plan funding needs, exploring funding alternatives such as self-funding, minimum premium payment and ASO, and making recommendations.
- 3.6.17 Describe your market knowledge capabilities in negotiating rates and rate guarantees
- 3.6.18 Discuss your approach to contract vendor renewals.
- 3.6.19 How have you reduced lifestyle-related claims at other companies?
- 3.6.20 What measures do you take to ensure your clients are looking at possible cost containment policies or methods?
- 3.6.21 Describe your experience with alternate plan design approaches, including consumer-driven health plans, true cafeteria plans, HSAs and HRAs.
- 3.6.22 How do you stay current on the rapidly changing vendor marketplace, and how do you keep your clients informed of new products and other opportunities they should consider?
- 3.6.23 How would you work with us to establish an appropriate employee contribution strategy that will minimize our plan expenses while avoiding adverse selection?
- 3.6.24 Describe your capabilities in coordinating meetings to review carrier performance and issues.
- 3.6.25 Describe your company’s marketplace leverage in negotiating with carriers on rates, policy terms and plan design.
- 3.6.26 What approach would you take to assure that we have broad coverage at a fair price with sound insurers?
- 3.6.27 Describe your technology infrastructure.
- 3.6.28 In your view, what are the key exposures that SCSB faces?
- 3.6.29 Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry.
- 3.6.30 Describe how you will assist in aligning benefit strategies with our internal budget, business, and human

resources goals.

- 3.6.31 How will your firm assist with the District's compliance for COBRA, HIPPA, FMLA, ERISA, ADA, ACA and IRC 125?
- 3.6.32 Describe your process for assisting with preparation of bid documents, evaluation and negotiation during the selection process. What are some of the non-negotiables that you recommend for policies?
- 3.7 What resources can you provide to educate our employees about becoming healthy consumers?

#### **4. SUBMISSION REQUIREMENTS:**

##### **Notice to Proposers:**

Responses will not be accepted or considered after the specified time and date listed on page 1. Each Response envelope/box shall be sealed and identified as specified below:

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP REPLY PACKAGE(S).**

Cut out label and tape to outer sealed envelope(s) or package(s).

<b>DO NOT OPEN - SEALED RESPONSE - DO NOT OPEN</b>	
<b>RFQ NO:</b> # 22-202	<b>RFQ Title:</b> Insurance Brokerage and Consulting Services
<b>TO BE OPENED:</b> January 5, 2023	
<b>LATE RESPONSE WILL NOT BE ACCEPTED</b>	
<b><u>FROM</u></b> Name of Firm:	
Contact Name:	Email Address:
Telephone No.:	Fax No.:
<b>Deliver To:</b>	<b>Chief Financial Officer Suwannee County School Board 1740 Ohio Avenue South Live Oak, FL 32064</b>

4.1. Non Submittal Response Form - If your company is not submitting a response to this solicitation, please complete and email this form prior to the due date established in the RFP document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFP package. This information will assist the Chief Financial Officer in the preparation of future solicitations.

**RFP NO.: #23-202**

**Attention: Marsha Brown**

**RFP NAME: Insurance Brokerage and Consulting Services**

**Email: marsha.brown@suwannee.k12.fl.us**

Company Name:

Contact Person Name &

Title Address

Telephone

Email

Address

**Please check reason for a “no  
bid.”**

\_\_\_\_\_ Specifications “too tight”, geared toward one brand or manufacturer (explain below)

\_\_\_\_\_ Insufficient time to respond.

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ We do not offer this product/service or an equivalent.

\_\_\_\_\_ Our schedule does not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Unable to hold prices firm throughout the term of the contract period

\_\_\_\_\_ Unable to meet insurance requirements

\_\_\_\_\_ Other, please explain

**Print Name:**

**Signature:**

## 5. **INSTRUCTIONS TO PROPOSER**

- 5.1. Upon the issuance of this RFP, all contact with SCSB must be made through the Chief Financial Officer . The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of SCSB and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. Any contacts made with other employees and representatives of SCSB will be reported and forwarded to the Chief Financial Officer. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of SCSB in connection with this competitive procurement.
- 5.2. Proposer to this Response or persons acting on their behalf are specifically requested not to contact Board of Trustees, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to the Chief Financial Officer. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.
- 5.3. Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. SCSB reserves the right to make any final determination of the applicability of the Public Records Law.
- 5.4. Posting Of Tabulations/Recommendation. RFP tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.suwannee.k12.fl.us/bids> for bid/response links. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, the Chief Financial Officer will endeavor to post a "Notice of Delay of Posting" to inform all Proposers of the delay and anticipated posting date and time.
- 5.5. Bid Protests: Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to SCSB in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 5.6. Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to Marsha Brown, CFO at the email address [marsha.brown@suwannee.k12.fl.us](mailto:marsha.brown@suwannee.k12.fl.us) by 2pm on December 16, 2022. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the **Suwannee County School Board public website**.
  - 5.6.1. Questions must be received before 2:00 PM **Eastern Standard Time** on December 16, 2022. Questions not received by this date and time will not be considered.
  - 5.6.2. Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if

addenda were issued and, if so, to download such addenda from <http://www.suwannee.k12.fl.us/bidsfor> attachment to the response (**Appendix E**).

- 5.6.3. All questions must be in writing and emailed to the Chief Financial Officer named below. The request must contain the Proposer's name, address, telephone/fax numbers, and email address. After thoroughly reading this RFP, Proposers may direct questions, to:

**Marsha Brown, Chief Financial Officer, [marsha.brown@suwannee.k12.fl.us](mailto:marsha.brown@suwannee.k12.fl.us).**

- 5.7. Any corrections or amendments will be posted as addenda issued no later than two (2) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 5.8. All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.
- 5.9. Six response copies (five copies – 1 original shall be unbound) are to be submitted in sealed envelopes (use the label provided in section 4), which bear the name, address, and telephone number of the Proposer.
- 5.10. SCSB will receive sealed responses until the date and time indicated on this response cover page. Responses must be delivered to the Chief Financial Officer at the stated address and will be recorded at the stated date/time. Responses must be delivered in sealed envelopes, clearly marked on the outside as to response name, response number, and opening date. Responses received in unidentifiable envelopes are sent at the Proposer's risk. Responses received after the date/time indicated on the response cover will be date/time stamped received and returned to the Proposer unopened. It will be the Proposer's responsibility to get the response to the correct location and on time. Please note that the official clock, for the purpose of receiving responses, is located in the Suwannee County School Board Administrative Office.

## **6. GENERAL TERMS AND CONDITIONS**

- 6.1. SCSB may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the responses received as a result of this RFP. SCSB also reserves the right to request clarification of information from any Proposer.
- 6.2. All expenses involved with the preparation and submission of responses to SCSB, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 6.3. SCSB may require the Proposer to give oral presentations in support of their response or to exhibit capabilities to support their response. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 6.4. This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and SCSB. No modification of this RFP, except by addendum issued by SCSB, shall be binding on SCSB.
- 6.5. It is understood and agreed between the parties hereto that SCSB shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, SCSB shall immediately notify Awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or

expense to SCSB of any kind whatsoever.

- 6.6. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of SCSB. Further, all Proposers must disclose the name of any SCSB employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.
- 6.7. Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 6.8. There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
- 6.9. Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in Suwannee County, State of Florida. The laws of the State of Florida shall govern this transaction.
- 6.10. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of SCSB. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the SCSB.
- 6.11. Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.
  - 6.11.1. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Suwannee County School Board (SCSB) and (b) SCSB is to be named as an additional insured party with respect to Proposer activities.
  - 6.11.2. General Liability Insurance of not less than One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) General Aggregate for bodily injury, property damage liability, personal injury, advertising liability, and shall include errors and omissions coverage. The General Liability policy should be on CGL 0001 (12/04) or equivalent form. Insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name the certificate holder, owners and any other required by written contract or an agreement as additional insured.
    - a. Policy should be endorsed with a "per project aggregate". All coverage's should include contingent liability and contingent property damage liability. If coverage is written on a Claims made basis the retroactive and continuity dates should be at least the first day services begin with SCSB. Policy should include an endorsement waiving all rights to subrogate against SCSB.
    - b. The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.
    - c. Worker's Compensation Insurance: The Awardee(s) shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract Employer's Liability Insurance: The Contractor shall maintain, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000.00) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000.00) each employee for bodily injury

by disease, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for bodily injury by disease.

6.11.3. Automobile Liability Insurance: Automobile Liability Insurance shall be maintained, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non- owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

6.11.4. Professional Liability and Cyber Liability including: Technology Errors and Omissions, Telecommunications Errors and Omission, or Multimedia Professional Liability whichever is applicable not less than One Million Dollars (\$1,000,000.00), and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability not less than One Million Dollars (\$1,000,000.00).

6.12. Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with the School are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

6.13. After notification of award, the Awardee(s) shall indemnify and hold harmless SCSB as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of SCSB as set forth in Florida Statutes.

6.13.1. Successful Proposer shall, in addition to any other obligation to indemnify Suwannee County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- a. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- c. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- d. Any costs or expenses, including attorney's fees, incurred by Suwannee County School Board to enforce this agreement shall be borne by the Contractor and venue shall be in Suwannee County.

6.13.2. Patents and Royalties. The Proposer, without exception shall indemnify and hold harmless the School and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Suwannee County School Board. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the



work. In addition, SCSB shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this Response.

6.14. All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.

6.15. Financial Terms and Conditions.

6.15.1. Payment. Vendor will provide all Services, as defined in the RFP. All travel and related expenses are included.

6.15.2. Conditions to Payment. Payment to Vendor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the services. SCSB reserves the right to determine the acceptance process which may include the approval and release of funds.

6.15.3. Scope of Work (SOW). In the event that SCSB shall issue a SOW (Scope of Work) for Services, under this Contract, District shall pay to vendor an amount determined by the hourly rates under the Pricing Schedule, not to exceed the maximum cumulative amount for a Scope of Work under this Contract. Invoices for each SOW shall itemize the time and materials expended on the particular SOW.

## **7. SPECIAL PROVISIONS**

7.1. Contract Term/Option to Renew: The initial term of the contract shall be for a three year period following Board approval.

7.2. This contract may be renewed for two additional 3 year terms provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of an amendment. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.

7.3. It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

7.4. SCSB, at its sole discretion, may exercise options to extend the contract for up to two additional 3 year terms, based upon mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by SCSB, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

7.5. Contract Termination: SCSB shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as SCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to SCSB. In the event SCSB shall elect to terminate this contract without cause, SCSB shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and SCSB shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.

7.6. Minimum Qualifications/Experience: The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal,

- required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. SCSB reserves the right to request documentation at any time during the contract period.
- 7.6.1. Proposer(s) shall include a copy of all applicable licensing with their response.
- 7.6.2. Inspection of Proposer's Facilities: SCSB reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.
- 7.6.3. It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. SCSB shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 7.7. Awardee(s) Personnel: Awardee's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any SCSB facility.
- 7.7.1. Qualifications of new people working under this contract will be submitted to SCSB, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.
- 7.7.2. Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act.
- 7.7.3. The term "contractor" means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for SCSB or a school, but who is not otherwise considered an employee of the SCSB. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees.
- 7.8. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.8.1. The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.9. Communications: Awardee(s) must provide a means to receive direct communications from SCSB. A copy of all written communication concerning contract discrepancies, issues, or concerns from SCSB and the Awardee(s) shall be forwarded to the Procurement/Contract Specialist upon issuance.
- 7.10. Contract Administration: SCSB will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to SCSB. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee's right to proceed further

with this work. In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to SCSB for any additional cost incurred by SCSB to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by SCSB.

- 7.10.1. Failure of the Awardee(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of SCSB.
- 7.10.2. SCSB reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
- 7.10.3. Awardee(s) shall be subject to periodic performance evaluations by SCSB personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.
- 7.10.4. Upon cancellation of any ensuing agreement, SCSB reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated response to SCSB for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in SCSB's best interest.
- 7.11. SCSB Facility Security: All personnel must coordinate with the facility's front office or security personnel. Awardee's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- 7.12. Marketing Agreement/Use of Product:Trademark License: Neither party shall without the other party's written consent and approval: (i) permit usage of corporate logos, names and trademarks in marketing materials, provided such usage shall be subject to a limited license and shall be in conformance with such party's logo usage and trademark guidelines; (ii) at its own expense and in its sole discretion, furnish to the other party reasonable quantities of marketing
- 7.13. Collateral and other sales promotion materials upon request; (iii) list the other party as an Partner on their website; and (iv) issue with the other party a joint press release announcing formation of the referral relationship between the parties, provided, however, that neither party shall issue any press release regarding the other party without the other party's prior written consent.

## **8. SCOPE OF WORK**

SCOPE OF SERVICES: Suwannee County School Board (SCSB) is soliciting proposals for Insurance Broker, Consultant Services. Suwannee County School Board currently employs approximately 800 employees, of which approximately 95% are eligible to participate in the group benefits. Suwannee County School Board also offers coverage to eligible retirees.

8.1. The benefits available to employees include (fully-insured products unless otherwise noted):

- a. Medical (self-insured) w/Stop Loss
- b. Rx (Included in Medical plan or may be carved out)
- c. Dental
- d. Vision
- e. Basic Life and AD&D Insurance
- f. Supplemental Term Life Insurance
- g. Dependent Term Life Insurance
- h. Flexible Spending Accounts

- i. Health Savings Accounts
- j. Long Term Disability
- k. Short Term Disability
- l. Cancer Policy
- m. Critical Illness Policy
- n. Supplemental Health Options Plan
- o. Accident Insurance
- p. \*Retiree Benefits (medical, dental, vision, and retiree life) \*Note: these are for retirees only not employees

## 8.2. Rate Structure

Proposals will include a proposed "capped" annual compensation amount, cumulative of All services provided under the SOW 8.1. and for performance of all of the activities outlined in this RFP. It is expressly stated that the total compensation received, that exceeds the agreed upon "capped" amount from any and all providers that the District receives services from, through the broker, be returned to the District. This "capped" amount will be renegotiated with each contract renewal identified in 1.3.3. The proposed "capped" annual compensation will be part of the IE's evaluation and will be used to help determine the top three (3) presenters. Proposals will include a detailed description of how your firm expects to receive compensation/revenue for their services. At the end of each program year the Broker will provide a detailed explanation of all compensation/revenue generated by our relationship.

The SCSB desires complete transparency of what the District's employees are being charged for the SOW identified in 8.1. The District expects that the broker will not take a commission on Stop Loss coverage from a Stop Loss provider either in the form of an upfront commission, commission on new business, or an incentive commission for keeping the District with a particular Stop Loss provider. No rebate from the Stop Loss provider, back to the Broker shall be permitted.

Any commission rate/structure for any other products identified in the SOW 8.1, shall not be written to incentivize the Broker for either keeping business with a particular provider or bringing new business to a provider unless the incentive benefits the employees of the District either through rate reductions or guaranteed rates over a period of time. The broker MUST aggressively identify annually, the best product for the least cost, in the interest of the employees of the SCSB and not be driven by commissions to the broker.

8.3. Suwannee County School Board is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of its group insurance programs. This includes, but is not limited to:

### 8.3.1. Customer Service:

- a. Provide claims assistance and intervention on all plans and product lines.
- b. Coordinate and conduct regular face to face Insurance Committee Meetings (at least quarterly) and other meetings as requested by Suwannee County School Board.
- c. Service day-to-day administrative issues including providing assistance in the daily administration of programs, resolution of vendor and carrier service issues, and address questions and concerns raised by Suwannee County School Board's members and management.
- d. Provide one qualified contact person for SCSB to contact directly to assist with claim issues and other insurance related questions.

- e. Provide direct access to Human Resources, Benefits personnel including direct office and cellular phone numbers for qualified contact person, as well as instant messaging access. Vendor must ensure access is compatible with SCSB systems.
- f. Assist SCSB Legal Counsel in preparation of defense if any litigation should result from benefits contracting and testify in court as needed/requested.
- g. Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the District's employee benefits plans and programs. Recommend procedures and/or policies.

#### 8.3.2. Strategic Planning

- a. Assist the District staff in short and long term employee benefits strategic planning. Conduct trend analysis forecasts, project future renewal adjustments, and analyze the claims pattern.
- b. Assist the District staff in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.
- c. Participate in management presentations involving benefit strategies and issues.
- d. Keep the District informed on issues and changes in the benefits marketplace.
- e. Provide information regarding trends and benchmarks in the benefits field, including annual benchmarking studies.
- f. Provide, maintain, and update comparison reports of other cities, counties and special districts' benefit plan offerings and costs to determine their competitiveness to District programs as needed.
- g. Serve as a source of general expertise for various benefit issues the School Board may encounter.

#### 8.3.3. Compliance

- a. Prepare all "master applications" and other documents.
- b. Review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy.
- c. Prepare and coordinate preparation of Summary of Benefits and Coverage.
- d. Prepare, coordinate and provide all compliance related documents as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notice, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicare D Notice, etc...
- e. Assist Suwannee County School Board in obtaining quotes from qualified actuarial firms to complete necessary certifications as requested by state and federal laws.
- f. Provide to Suwannee County School Board's actuarial firm the correct data necessary for certification of OPEB liabilities; the actuarial firm shall bill Suwannee County School Board directly and shall be paid by Suwannee County School Board.
- g. Provide up to date and accurate information related to Healthcare Reform, compliance and any other benefits-related legislation which might arise including calculation and preparation for submission, any required fees due with regard to ACA Compliance/Healthcare Reform.
- h. Provide resources and answers for compliance-related questions.
- i. Provide SCSB Human Resources department with resources and contacts for general Human Resource related legal and regulatory questions.

- j. Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure SCSB is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPPA, COBRA and others.
- k. Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
- l. Review pertinent contracts and other legal documents to insure that they accurately reflect negotiated benefits, services and terms.
- m. Provide support in the preparation of reports and senior management presentations.

#### 8.3.4. Reporting

- a. Maintain all finance reports including the benefits cost analysis. This data must be customized to provide the data as requested by Suwannee County School Board. Provide reports on a monthly basis and as requested. This would include but not limited to reports for claim summaries, financial data, high end claimant, and utilization reports.
- b. Provide additional reports as requested.

#### 8.3.5. Plan Management

- a. Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high cost procedures and in-patient data.
- b. Provide new and innovative ways to control costs and offer competitive benefits through various resources, products and services.
- c. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- d. Assist with managing life and disability programs.
- e. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

#### 8.3.6. Underwriting/Actuarial Services

- a. Provide actuary services as needed, including validation of premium rates provided by carriers and analysis and explanation of carrier methodology.
- b. Provide actuarial costing of legislative proposals for mandated benefit programs.
- c. Provide renewal projections in advance of carrier negotiations or RFP's.
- d. Assist the District by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.
- e. Calculate self-funded plan reserve liabilities
- f. Submit required filings to the State Office of Insurance.
- g. Project effect of employee contribution changes on participation and renewal costs.
- h. Prepare rate tiers for funding and contributions.
- i. Conduct migration and/or selection analysis based upon plan design and employer contributions.

#### 8.3.7. Vendor Management:

- a. Provide support in the day-to-day management of vendors and resolve administrative issues; assist with claims and billing issues as requested, and conduct periodic meetings as necessary.
- b. Conduct, on the School Board's behalf, a solicitation process for stop-loss insurance and other insurance plans as identified by SCSB. In addition to bidding the stop-loss, the vendor shall provide negotiation and processing of all stop-loss reinsurance claims. Assist SCSB with bidding medical and prescription ASO services, accident and life insurance, short and long term disability insurance and dental insurance. This will include preparing bid documents as well as assisting in evaluations and negotiations.
- c. As directed by District staff, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.
- d. Create performance guarantees for all insurance carriers providing services to the School Board.
- e. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- f. Assist with managing life and disability programs.
- g. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

#### 8.3.8. Education

- a. Provide educational and communication tools to increase awareness and help contain costs, including conducting employee meetings, preparing and providing an annual Benefits Booklet and any other information as requested.
- b. Create communications and presentations outlining the plans to all employees for open enrollment, as well as other times as requested including:
  - i. Prepare and provide Benefit Booklets (after final client approval)
  - ii. Meet with each employee individually, both at the point of hire and during annual enrollment, to explain coverage options and answer questions. Provide employee and SCSB a signed summary of all benefits elected and ensure compliance with SCSB's Section 125 plan.
  - iii. Create information for newsletters specific to Suwannee County School Board employees

#### 8.3.9. Billing & Ongoing Enrollment

- a. Provide reconciliation assistance for all insurance benefit plans, if requested.

#### 8.3.10. Open Enrollment

- a. Prepare Power Point presentation for and conduct open enrollment meetings by providing 12 on site meetings which can be attended by all employees. These include various times such as morning, afternoon and evening meetings. Presentation is prepared by and given by consultant.
- b. Provide narrated open enrollment presentation in a recorded video format which can be viewed by members at their convenience with a way to track attendance (i.e. who has viewed the presentation).
- c. Meet with each employee individually during open enrollment (if not electively completed online by the employee) and at the point of hire (if not electively completed online by the employee) to explain benefit options, answer coverage questions, and provide counsel for how they can best address the coverage needs of the employee and their family.

#### 8.3.11. Wellness

- a. Provide a full time contact for SCSB's wellness committee, preferably a resource dedicated solely to the furtherance of wellbeing and engagement activities.

- b. Participate and assist with the onsite health and wellness fair held annually including organizing the vendors, providing communication, providing venue supervision and vendor management.
- c. Supply best practice knowledge, tools, and resources to support Suwannee County School Board with building a sustainable wellness program which fits the specific culture, needs and budgetary constraints of the organization.
- d. Build and implement strategic, multi-year wellness plans.
- e. Analyze data from wellness programs and report findings.

8.4. EXCEPTIONS TO THE RFP (Note: SCSB reserves the right to reject proposals with exceptions to the requirements of this RFP).

<b>No.</b>	<b>Summary of Exception</b>	<b>Exception to Paragraph or Requirement Number</b>

8.5. ALTERNATIVES TO THE SCOPE OF WORK

<b>No.</b>	<b>Summary of Alternative</b>	<b>Alternative to SOW Paragraph Number</b>



## 9. REFERENCES

I \_\_\_\_\_ being of \_\_\_\_\_

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name of Company)

Hereby give Suwannee County School Board authorization to check our company's previous performance.

Authorizing Signature \_\_\_\_\_

NOTE: All references shall be contacted via an online web form.

<b>REFERENCE 1.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
<b>REFERENCE 2.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
<b>REFERENCE 3.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	

CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	

Appendix A

**VENDOR'S STATEMENT OF QUALIFICATION**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract?            Yes            No
- 2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?    Yes\_\_\_No
- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?\_\_\_\_\_Yes            \_\_\_No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?\_\_\_\_\_Yes            \_\_\_No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?\_\_\_Yes            \_\_\_No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?\_\_\_\_\_Yes            \_\_\_No
- 7. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies

8. Provide the following financial information:

\$ _____	Earnings before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liabilities
\$ _____	Current Assets
\$ _____	Current Liabilities
\$ _____	Retained Earnings

\_\_\_\_\_  
Authorized Representative's Signature

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

State Of: \_\_\_\_\_ County Of: \_\_\_\_\_

## Appendix B

### ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

#### **BUSINESS ADDRESS OF BIDDER:**

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

#### **SIGNATURE OF BIDDER**

☐ If an Individual: \_\_\_\_\_

Signature

doing business as \_\_\_\_\_

☐ If a Partnership: \_\_\_\_\_

Name of Partnership

by: \_\_\_\_\_

Partner Signature

☐ If a Corporation: \_\_\_\_\_

Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_\_\_ No \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_ Signature \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Corporate Secretary

NOTARY PUBLIC

State Of: \_\_\_\_\_ County Of: \_\_\_\_\_

On this day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_, to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature: \_\_\_\_\_ Notary Name, Printed, Typed or Stamped: \_\_\_\_\_

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

Appendix C

**STATEMENT OF AFFIRMATION AND INTENT**

TO: SUWANNEE COUNTY SCHOOL BOARD, PROCUREMENT DIVISION

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned, hereinafter called the Proposer, declares that the only persons, or parties interested in their Response are those named herein, that this Response is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Suwannee County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Proposer certifies that no Board Member, Director, or any Suwannee County School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Response. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the School. In the event that a conflict of interest is identified in the provision of services, the Proposer agrees to immediately notify SCSB in writing.

The Proposer further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Qualifications and that Proposer's Response is made according to the provisions of the RFQ and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Qualifications.

The Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with SCSB, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to SCSB all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by SCSB. At the School's discretion, such assignment shall be made and become effective at the time the School tenders final payment to the Proposer. The Response constitutes a firm and binding offer by the Proposer to perform the services as stated.

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

The signer of this Response guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by Suwannee County School Board or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

\_\_\_\_\_  
Signature of Authorized Firm Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Firm Representative (Typed)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Name of Firm (Typed)

\_\_\_\_\_  
Address, City, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_ of 2017.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Public    Commission Expiration Date

## Appendix D

### MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "*Agreement*") is made and entered into as of \_\_\_\_\_ by and between Suwannee County School Board, a state of Florida entity, and \_\_\_\_\_ (referred to from this point as "*Company*"). Suwannee County School Board (SCSB) and the Company agree as follows:

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. Term. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.



10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. Solicitation of Employees. Each Party (SCSB and Contractor) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf or as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity.
12. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SUWANNEE COUNTY SCHOOL BOARD

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

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

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

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

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

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

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

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

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

Appendix E

Receipts of the following Addenda are hereby acknowledged (list all Addenda as follows):

ADDENDUM NO	Dated
ADDENDUM NO	Dated
ADDENDUM NO	Dated

Dated this Day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

Signature of Owner or Authorized Officer: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_

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**DISPUTE RESOLUTION CLAUSE**

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

SCSB representative will be the Procurement Director.

Appendix F

**FAIR LABOR STANDARDS ACT - "HOT GOODS"**

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

Company Official Signature: \_\_\_\_\_

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

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**PUBLIC ENTITY CRIMES**

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for category two for a period of 36 months from the date of being placed on the convicted Vendor(s) list."

Company Official Signature: \_\_\_\_\_

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

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**FEDERAL DEBARMENT CERTIFICATION**

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

The prospective lower tier (\$25,000) participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

Company Official Signature: \_\_\_\_\_

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

**DRUG-FREE WORKPLACE CERTIFICATION**

Tie response preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.**

Company Official Signature: \_\_\_\_\_

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

**PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS**

Suwannee County School Board is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including:

1. Keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service.
2. Providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD.

**The parties agree that if the contractor fails to comply with a public records request, then Suwannee County School Board must enforce the contract provisions in accordance with the contract and as required by Section 119.0701. Florida Statutes.**

Company Official Signature: \_\_\_\_\_

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