

**Request For Qualifications #18-203**  
**Health Insurance Brokerage and Consulting Services**

Issue Date	October 4, 2017
Question & Answer Deadline	October 13, 2017 at 2:00 PM
Due Date / Time	October 16, 2017 at 2:00 PM

Direct all inquiries in writing to:

Vickie Depratter, CPA

Chief Financial Officer

Suwannee County School Board

vickie.depratter@suwannee.k12.fl.us

Sealed responses will be received by Suwannee County School Board, Chief Financial Officer, 1729 Walker Avenue, SW, Suite 200, 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 RFQ name, RFQ 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 QUALIFICATIONS

#18-203

## 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 an evaluation committee.
- 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 600 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 RFQ.
  - 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 the Fringe Benefits Committee as described herein.**

#### 2.1. Fringe Benefits Committee

- 2.1.1. A Fringe Benefits Committee, hereafter referred to as "the evaluation committee", shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. The Evaluation Committee shall consist of SCSB staff members who are voting members and subject matter experts (SMEs). The Evaluation Committee reserves the right to interview any, all or none of the Proposers that respond to the RFQ and to require at the discretion of SCSB formal presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.
- 2.1.2. The Evaluation Committee reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.

#### 2.2. Evaluation Process

- 2.2.1. The selection process to evaluate the responses under this RFQ shall be conducted in accordance with the evaluation procedure as described in this section. Accepted responses shall be evaluated by the Evaluation Committee comprised of SCSB staff. SCSB 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. Every response shall be reviewed/evaluated in terms of its conformance to the RFQ specifications;
- b. All responses properly completed and submitted shall be accepted by SCSB. However, SCSB reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFQ according to its best interest;
- c. 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 RFQ or excuse the Proposer from full compliance with the specifications stated in this RFQ or resulting contract;
- d. 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.

2.3.2. Compliance: A preliminary evaluation by The Chief Financial Officer shall determine whether each received response is complete and compliant with the minimum qualifications and all other instructions and/or submittal requirements in the RFQ. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration or taken into consideration during the scoring. Vendor responses, which are compliant as determined solely by SCSB, are moved to Step 1 of the evaluation stage.

2.3.3. Step 1: In this stage, the Evaluation Committee shall evaluate each written response based on the evaluation criteria listed in 2.4, using a 1-20 rating system multiplied by the weights assigned.

- a. Step 1a: The Evaluation Committee members will discuss all vendor responses, and each evaluation committee member will score the vendors individually. Additionally, the Chief

Financial Officer will send each individual member an Evaluation Committee Rules form to sign as acknowledgment of the committee member's understanding of the requirements. The form specifies that "each member will conduct, and complete, an individual evaluation of each response." Each member of the Evaluation Committee will first score each vendor's written response. The Chief Financial Officer will combine the weighted evaluation scores from each committee member to finalize total weighted scores for each vendor.

- b. Step 1b: The Chief Financial Officer will combine the evaluation scores submitted by all Evaluation Committee members and shall determine the highest scoring vendors based on the total evaluation scores received. SCSB reserves the right to determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at the sole discretion of SCSB. If SCSB determines that Step 2 is not required, award recommendation will be made based on the scores from Step 1.

2.3.4. Step 2: In this stage, the finalists shall be notified by the Chief Financial Officer of the process for the oral presentation based on interviews. 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 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 Evaluation Committee may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. The vendor's key team members should actively participate in the oral demonstration/presentations to the SCSB Board. Members of the Evaluation Committee and/or SCSB Board may direct questions to specific members of the Vendor's team;
- d. SCSB reserves the right to invite additional subject matter experts from SCSB and/or its representatives to sit in and observe the oral demonstrations/presentations;
- e. Following the oral presentations, SCSB may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the Evaluation Committee scoring;
- f. Using the evaluation criteria in Section 2.4, each member of the Evaluation Committee will separately score each vendor's oral presentation using a 1-20 rating system multiplied by the weights assigned. The Chief Financial Officer will combine the evaluation scores submitted by all Evaluation Committee members and shall determine the highest scoring vendors based on the total evaluation scores received to finalize point total from Step 2 and vendor ranking.
- g. The Chief Financial Officer will announce which responses will be advanced to negotiations.

2.3.5. Basis of Award: Recommended award shall be made to the highest ranked Vendor whose response is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of SCSB. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Vendor, recommendation for contract award will be submitted to the Board of SCSB.

2.3.6. Selection Criteria: This procurement will comply with applicable Board Policies, State Board Rules, and Florida Statutes. The selection of a firm may be made without discussion with Proposer(s) after responses are received. Therefore, responses should be submitted complete with all pertinent information.

- a. No Proposer shall have any rights against SCSB arising from such negotiations.
- b. There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.4. EVALUATION CRITERIA

2.4.1. The evaluation table below shows the evaluation criteria for both steps. These criteria shall be used through the evaluation process as described subsequently:

Step 1

Criteria No.	Main Criteria Description	Weight
1.	Qualifications, Experience of Team members and References	15%
2.	Vendor Methodology	10%
3.	Staffing Plans	25%
4.	Local Office Presence	25%
5.	Other Firm capabilities	25%
	TOTAL	100%

Step 2

Criteria No.	Main Criteria Description	Weight
1.	Ability to Demonstrate How Vendor will Meet Scope of Services	75%
2.	Additional Value Added Services	25%
	TOTAL	100%

2.5. Schedule/Project Timeline

October 4, 2017	RFQ #18-203 Published
October 13, 2017 2:00 PM EST	Last Day to Request Additional Information or Clarification
October 16, 2017 2:00 PM EST	Response Due Date
October 20, 2017	Step 1 Evaluation Committee Meeting Tentative Date
October 25, 2017 9:00 AM EST	Step 2 Oral Interviews/Demonstration Committee / SCSB Workshop Tentative Date
October 31, 2017	Negotiations Tentative 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 RFQ to which they pertain. Please submit **one (1)** unbound original (clearly marked as such) and eleven (11) exact duplicates for a total of twelve (12) 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 RFQ. Clearly demonstrate your familiarity with the RFQ. 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. Statement of Affirmation and Intent (Appendix B)
- iii. Addenda Form / Dispute Resolution Clause (Appendix C)
- iv. Drug Free Workplace Certification (Appendix E)
- v. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix D)
- vi. Public Records Act/Chapter 119 Requirements (Appendix F)

3.1.3. **Type of Business:** 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 that would impact your ability to complete the Scope of Service. 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 E) 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 B) 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 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 one whose medical coverage is self-funded. Proposers shall be required to sign the form in Section 9 giving SCSB 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 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**

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 services.

**3.5. Tab 5 – Local Office Presence**

3.5.1. Please address the following:

- a. Provide a complete description of how your office will provide service to SCSB staff, employees, and retirees.
- b. Identify the physical location of your 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.
- c. What is the standard response time for emails, voice mails, or physical messages?
- d. Can SCSB employees schedule appointments with your staff to discuss specific issues that may be confidential in nature?
- e. 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. Describe how you will support our benefit administration activities through your relationship with the providers as well as 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?
- 3.6.7. Advise who you would assign from your communications team to support our account and include their bios.
- 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. Do you have an actuary on staff or do you outsource these elements of the scope of service?
- 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. Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry.
- 3.6.29. Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals.
- 3.6.30. How will your firm assist with the District’s compliance for COBRA, HIPPA, FMLA, ERISA (if applicable), ADA, ACA and IRC 125?

- 3.6.31. 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?
- 3.6.32. 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 RFQ REPLY PACKAGE(S).**

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

**DO NOT OPEN - SEALED RESPONSE – DO NOT OPEN**

**RFQ NO.:** #18-203

**RFQ Title:** Health Insurance Brokerage and Consulting Services

**TO BE OPENED:** October 16, 2017 at 2:00 PM

**LATE RESPONSE WILL NOT BE ACCEPTED**

**FROM**

Name of Firm:

Contact Name:

Email Address:

Telephone No.:

Fax No.:

**Deliver To:**

**Chief Financial Officer  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064**

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 RFQ document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFQ package. This information will assist the Chief Financial Officer in the preparation of future solicitations.

**RFQ NO.:** #18-203

**Attention:** Vickie Depratter

**RFQ NAME:** Health Insurance Brokerage and Consulting Services

**Email:** [vickie.depratter@suwannee.k12.fl.us](mailto:vickie.depratter@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 RFQ, 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 RFQ or otherwise discuss the contents of the RFQ 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 RFQ. 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 RFQ 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 RFQ, 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. RFQ 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 RFQ or any decision or intended decision concerning this Bid or RFQ 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 RFQ or related documents may submit a written request for clarification to Vickie Depratter, CFO at the email address [vickie.depratter@suwannee.k12.fl.us](mailto:vickie.depratter@suwannee.k12.fl.us) by 2pm on October 13, 2017. 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 October 13, 2017. 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 RFQ, Proposers may direct questions, to:  
**Vickie Depratter, Chief Financial Officer**  
[vickie.depratter@suwannee.k12.fl.us](mailto:vickie.depratter@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 RFQ or written response to questions and/or addendum to this RFQ. Where there appears to be a conflict between the RFQ 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 RFQ. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFQ. A responsive response is one that follows the requirements of the RFQ, 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. Twelve response copies (eleven 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 Office 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 RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in the responses received as a result of this RFQ. 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 RFQ 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 RFQ, 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 RFQ. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFQ, SCSB shall immediately notify Awardee(s) of such occurrence and this RFQ 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 RFQ 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. **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.

- 6.12. 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.
- 6.12.1. 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.
- 6.12.2. 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.
- 6.13. 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.
- 6.14. Financial Terms and Conditions.
- 6.14.1. Payment. Vendor will provide all Services, as defined in the RFQ. All travel and related expenses are included.
- 6.14.2. 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.

## 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 RFQ, 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 Chief Financial Officer 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 collateral and other sales promotion materials upon request; (iii) list the other party as a 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 (fully insured)
- b. Rx (Included in Medical plan)
- 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. Universal Life Insurance (with Long Term Care)
- m. Critical Illness Policy (including Cancer)
- n. Supplemental Hospital Indemnity Plan
- o. Accident Insurance
- p. \*Retiree Benefits (medical, dental, vision, and retiree life) \*Note: these are for retirees only not employees

8.2. 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:

8.2.1. Customer Service:

- a. Provide claims assistance 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. Provide assistance in the day to day administration of programs; resolution of vendor and carrier service issues; and address questions and concerns raised by Suwannee County School Board Members and Management.
- d. Provide a day to day 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.
- f. 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.

8.2.2. Strategic Planning

- a. Assist the District staff in short and long term employee benefit 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.

8.2.3. 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 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, HIPAA, COBRA and others.
- k. Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
- l. Review pertinent contracts to insure that they accurately reflect negotiated benefits, services and terms.
- m. Provide support in the preparation of reports and senior management presentations.

#### 8.2.4. 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 be limited to reports for claim summaries, financial data, high end claimant, and utilization reports.
- b. Provide additional reports as requested.

#### 8.2.5. 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.

#### 8.2.6. 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 RFQ's.
- d. Assist the District by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.
- e. If SCSB were to become self-insured, calculate self-funded plan reserve liabilities
- f. Project effect of employee contribution changes on participation and renewal costs.
- g. Prepare rate tiers for funding and contributions.
- h. Conduct migration and/or selection analysis based upon plan design and employer contributions.

#### 8.2.7. 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. Should SCSB become self-insured, 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.

#### 8.2.8. Education & Communication

- 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. Provide content for SCSB newsletter including benefit plan information, education, wellbeing, etc.

8.2.9. Billing & Ongoing Enrollment

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

8.2.10. Open Enrollment

- a. Prepare digital presentation for and conduct open enrollment meetings by providing 12 onsite 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.
- c. Meet with each employee individually during open enrollment and at the point of hire 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.

8.2.11. Wellness

- a. Provide a 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.

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

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

8.4. 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.

**REFERENCE 1.**

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FACSIMILE NUMBER:

EMAIL:

**REFERENCE 2.**

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FACSIMILE NUMBER:

EMAIL:

**REFERENCE 3.**

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FACSIMILE NUMBER:

EMAIL:



Appendix B

**STATEMENT OF AFFIRMATION AND INTENT**

TO: SUWANNEE COUNTY SCHOOL BOARD, CHIEF FINANCIAL OFFICER

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.

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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

**ADDENDA FORM**

The signer of this response guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Suwannee County School Board or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

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

ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____

Date: -----

Name of Organization: -----

Name: -----

Title -----

Signature -----

-----

**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 Chief Financial Officer.

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