

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP TITLE: Benefits Coordinator

RFP NO.: 2017-23
RELEASE DATE: May 31, 2017

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

RFP DUE DATE AND TIME: June 30, 2017 @ 1:30 pm
RFP OPENING DATE AND TIME: June 30, 2017 @ 2:00 pm

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- Literature Specifications Catalogs Product Samples: See Special Conditions
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See Special Conditions
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, 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 commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated.

All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).

- 6. BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in

writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs 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 the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished

by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

31. CRIMINAL BACKGROUND SCREENING: Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

32. VENUE: Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.

33. WAIVER OF JURY TRIAL: The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.

34. LOBBYING: Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

35. ASSIGNMENTS: The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.

36. PROTEST: Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.

37. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

- a) Debarment: The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally

funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.

- b) Records: Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
- c) Termination: For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.

38. PUBLIC ENTITY CRIME: Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, 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 bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) 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 action that will be taken against employees for violations of such prohibition.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)



PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

RFP number and description: _____

Identify the state in which the Proposer has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer’s principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state proposer’s attorney: _____

Attorney’s printed name: _____

Address of out-of-state proposer’s attorney: _____

Phone number/e-mail of out-of-state proposer’s attorney: _____

Attorney’s states of bar admission: _____

Proposer’s Signature: _____

Proposer’s Printed Name: _____

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (District) is requesting proposals from experienced firms to serve as the Benefits Coordinator (Coordinator) for the District's Employee Group Health Plan, Voluntary Benefits and Section 125 Flexible Spending Plan.
- 1.2 All services are to be delivered by one contractor. Any service not provided directly by the Coordinator must be indicated as such in the proposal response.
- 1.3 Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. The District shall not be responsible for any error or omission in this RFP, or for the failure on the part of the proposers to determine the full extent of the exposures. The Respondent shall disclose any unlisted exposure or risk to the District in their response.
- 1.4 All terms and conditions of this RFP, any addenda, proposer's submission and negotiated terms are incorporated into the contract by reference as set forth within.

2.0 GENERAL INFORMATION

- 2.1 The District provides health benefits to its employees and dependents through a self-insured plan as well as voluntary benefits to its employees.
- 2.2 The District currently provides coverage for its employees and dependents for the following:

<u>Plan</u>	<u>Provider</u>
Medical Plan	Florida Blue
Prescription Plan	Express Scripts, Inc.
Dental Plan	Humana Dental
Vision Plan	The Bailey Group
Short Term Disability	The Hartford
Long Term Disability	The Hartford
Life Insurance Plan	Mutual of Omaha
Wellness Plan	Marathon Health and The Bailey Group
Hospital Indemnity Plan	The Bailey Group

- 2.3 Approximate enrollment as of May, 2017 is as follows:

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PLAN	EMPLOYEES	SPOUSES	CHILDREN
Medical	3,533	1,362	2,378
Dental	4,918	2,893	1,918
Vision	5,090	1,352	2408
Disability	4,273		
Basic Life	4,273		
HIP	835		

2.4 The District also offers a Section 125 Flexible Spending plan for the following:

Medical, Dental, and Vision insurance premiums
Dependent Care
Medical Expense Reimbursement

2.5 All plans are administered by the District Insurance Plan Administrator on a daily basis. Oversight is provided by an Insurance Committee comprised of members agreed to through the Collective Bargaining process. Final approval rests with the St. Johns County School Board (School Board).

2.6 The District currently operates three (3) wellness centers through a contract with Marathon Health. These centers serve all employees, spouses, children ages 12 and over and retirees that are enrolled in the medical plan.

3.0 INSTRUCTIONS FOR RFP SUBMITTAL

3.1 All proposals must be received no later than, June 30, 2017 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

3.2 Any proposal received after the stated date and time, **WILL NOT** be considered.

3.3 One manually signed original proposal and six (6) photocopies of the proposal; must be sealed in one package and clearly labeled "RFP #2017-23 Benefits Coordinator" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.

It is the sole responsibility of each proposer to assure all proposal copies are exact duplicates of the original proposal.

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- 3.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 3.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 3.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 3.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 3.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 3.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 3.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 3.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted

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by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

4.0 **AWARD**

- 4.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 4.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 4.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 4.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 4.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 4.6 It is the intent of the District to award this RFP to one vendor.
- 4.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

5.0 **TIME SCHEDULE**

- 5.1 The District will attempt to use the following schedule, however, makes no guarantee that the schedule will be achieved:

RFP Release	May 31, 2017
All written inquiries/questions due	June 13, 2017 @ 12:00 pm
District response to written inquiries/questions	June 16, 2017 @ 5:00 pm
Proposals Due	June 30, 2017 @ 1:30 pm
Proposals Opened	June 30, 2017 @ 2:00 pm
Final Phase Presentations (tentative)	August 1, 2017
School Board Approval (tentative)	September 12, 2017

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5.2 The District will not be under any requirement to complete the evaluation by a specific date and reserves the right to suspend or postpone the evaluation process due to budget constraints, time constraints or other factors as directed by the School Board.

6.0 CONTRACT/RENEWAL

6.1 The term of this contract shall be from January 1, 2018 to December 31, 2020 and may by mutual agreement between the District and the awarded vendor be renewable for up to three (3) additional one (1) year periods. All prices shall be firm for the initial three (3) year term of the contract. Prices for extended years will be negotiated. The awarded vendor agrees to this condition by signing its proposal.

6.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

7.0 RFP INQUIRIES/NOTICES

7.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than June 13, 2016 @ 12:00 pm to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than June 16, 2017 @ 5:00 pm.

7.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

7.3 No Addendum will be issued later than June 16, 2017, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.

7.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

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8.0 MINIMUM QUALIFICATIONS

- 8.1 In order to be considered for evaluation, Respondents shall demonstrate sufficient capacity, resources and experience to provide complete professional services as required in this RFP by the District. Any Respondent that fails to meet the following minimum qualifications shall be noted as non-responsive and will not be evaluated/scored.

At a minimum, each Respondent shall provide sufficient documentation to verify that:

- 1) Respondent must have a minimum of five (5) years of experience in successfully providing Benefits Coordination Services to public and/or private employers of similar size.

Provide documentation to support that the Respondent has successfully provided Benefits Coordination Services to public and/or private employers for at least the past five (5) years.

- 2) Provide documentation, which could include a signed statement, to support that the Respondent has knowledge and experience negotiating benefits that are offered in Florida.
- 3) Respondent must provide evidence of authority to do business in Florida:
 - Respondent shall identify its specific type of business entity (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). Respondent shall identify whether it is incorporated in Florida, another state, or a foreign country, and indicate its number of years in business, and any changes in ownership in the last five (5) years.
 - If Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Respondent's corporate status and good standing, and, in the case of an out-of-state corporation, evidence of authority to do business in Florida.
- 4) Respondent must demonstrate financial stability to District. Respondent must provide, at a minimum, one of the following:
 - A statement regarding Respondent's financial stability including information as to current or prior bankruptcy proceedings; or
 - Copy of Respondent's most current audited financial statement. All costs associated with the audited financial statement shall be borne by Respondent.
- 5) Respondent must provide evidence of certification as a third party administrator in the state of Florida.

9.0 SCOPE OF SERVICES

RFP #2017-23 Benefits Coordinator

- 9.1 The District is seeking a qualified firm to serve as its Benefits Coordinator. The Coordinator, in its role, will provide services to the District to ensure comprehensive and cost effective benefits to District employees and retirees.

If any services, functions or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the agreement, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner described herein.

- 9.2 The Coordinator will ensure the process is audited annually by an Independent Certified Public Accountant in accordance with Florida Statutes 626.89.
- 9.3 The Coordinator will serve as Third Party administrator for all of the District's benefit plans as outlined in sections 2.2 and 2.4.
- 9.4 The Coordinator will provide all services necessary in order to communicate, enroll and administer the plans beginning with the 2018 plan year. The annual open enrollment process for eligible employees currently takes place during the month of October and retirees in the month of November. The open enrollment is web-based and includes all core benefits and voluntary benefits offered. Web enrollments are also required for new hire and life event enrollments. The Coordinator's On-Site Enrollment Counselors shall meet personally with District employees requesting a meeting. Evening and Saturday appointments shall also be available if requested by the District.
- 9.5 The Coordinator must prepare and distribute an approved annual benefits guide inclusive of all benefits. The guides are provided directly to the District for all active employees in printed and electronic format. COBRA and retiree Benefit Guides and enrollment instruction must also be printed and mailed to the home address of each COBRA and retiree participant.

The Coordinator is responsible for the following printed and/or electronic materials for all participants (active, COBRA, retiree):

- Benefits guide (must include all core and voluntary benefits)
- Pre-enrollment information
- Information to utilize website and online/telephonic enrollment
- Onsite/telephonic enrollment information and dates
- Other information as determined by the District

The District shall have final approval on all open enrollment forms and other distributed literature.

During the annual Open Enrollment and enrollment for New Hires, the Coordinator shall provide:

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- A sufficient number of enrollment counselors to meet with eligible employees, if needed.
- Provide additional staff for site visits for all locations (approximately 40 sites) during open enrollment

9.6 The Coordinator will assist the District with the Annual Benefits Enrollment process by:

- Preparing and printing enrollment booklet forms. The District will have final approval on all enrollment forms.
- Preparing and printing retiree benefit summary.
- Prepare an information letter and mail to each employee's home advising of enrollment dates and any benefit changes.

9.7 The Coordinator will maintain a benefits website for member access providing up to date information on all benefits programs under this contract.

9.8 The Coordinator provides brokerage and consulting services for all core and voluntary benefits, including: Medical, Dental, Vision, Short and Long Term Disability, and Life.

The Coordinator evaluates and monitors the capabilities of each included provider. At the request of the District, the Coordinator will be responsible for issuing competitive solicitations and bidding/quoting/negotiating health plan reinsurance, dental plan insurance, vision plan insurance, life insurance, disability insurance, prescription plan and other plans as directed by the Insurance Committee and approved by the School Board on a yearly basis, to be presented to the Insurance Committee for review and recommendation to the School Board.

9.9 The Coordinator will provide appropriate education, training and analytics to the District's Insurance Committee to ensure informed and intelligent decision making.

9.10 The Coordinator shall identify and provide a dedicated account manager. The dedicated account manager shall be present for monthly and specially scheduled Insurance Committee meetings.

The Coordinator shall identify and provide a customer service representative that will provide the services listed below. This work shall be completed on District grounds and their schedule will coincide with the office hours required by the District and calendar recognized by the St. Johns County School Board. The District shall provide office space, office furniture, utilities, phones, internet connectivity, and copier. Defined services shall include:

- Assist plan members through phone calls, emails, or counsel face to face from plan members and providing customer service.
- Billing, collection, reconciliation and deposit of retiree medical, dental, vision and life insurance premiums through both FRS deductions and manual payment.

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- Invoicing, collection, reconciliation and deposit of all premiums for employees on a leave of absence.
- Data entry in the benefits module of the school district business system.
- Link between district and benefits vendors to provide service for questions, issues, claims audits and any other issue from the district office.
- Manage and counsel employees on disability benefits and life insurance benefits.
- Other assistance as agreed to by Coordinator and the District.

All personnel assigned to the District shall require prior written approval by the District. Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes' of replacement personnel may be required for submittal to the District for review. The District reserves the right to interview replacement personnel prior to approval. The Coordinator shall provide any and all necessary training for management and staff employed as a result of any contract resulting from this RFP.

- 9.11 The Coordinator shall provide an after-hours customer service call line for a minimum of (twenty) 20 hours per week. Hours must include at least three (3) weeknights from 5:00 pm – 8:00 pm. The remaining hours will be mutually agreed upon by the District and Coordinator. The after-hours customer service call line will provide the following services:
- Provide customer service to plan members that call with questions, issues and requests regarding their benefits.
 - Work independently to solve issues that occur after hours to include contacting vendors that may assist members with after hour services (i.e. prescriptions, emergency room visits, etc.)
 - Maintain VPN computer access to member information in an effort to provide accurate assistance.
- 9.12 The Coordinator will process and handle all claim forms. All information necessary to file claims will be the responsibility of the Coordinator.
- 9.13 The Coordinator will participate and assist in providing educational programs, as agreed upon between the Coordinator and the District, for all employees to make them aware of their benefits and to help contain costs.
- 9.14 The Coordinator will be responsible for developing and providing the Plan Documents and claim forms to each school/site. They will also provide summary booklets, identification cards and enrollment forms for life, medical, dental, vision and disability insurance.
- 9.15 The Coordinator will manage the District wellness program to include implementation of District approved incentive programs and organizing meetings and communications with site based wellness coordinators. The District shall assign a site based wellness coordinator to each school/site.

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- 9.16 The Coordinator will provide assistance to the District with the implementation of file feeds between plan vendors and the District business system.
- 9.17 The Coordinator will monitor and administer all disability claims for reinsurance reimbursements, providing necessary documentation to the reinsurance carrier.
- 9.18 The Coordinator will process all COBRA notification, billing and collections; reimbursing the District with proper documentation on a monthly basis.
- 9.19 The Coordinator will invoice the District's Payroll Department on a monthly basis for long-term disability premiums based on payroll deduction reports and submit premiums to the long-term disability carrier.
- 9.20 The Coordinator will monitor and provide administration of the employee assistance program (EAP) and the employee prescription drug program.
- 9.21 The Coordinator will calculate and issue reimbursement checks for overpayment of premium by the employees and shall be reimbursed by the District upon presentation of proper documentation.
- 9.22 The Coordinator will reconcile semi-monthly payroll deduction reports provided by the District's Payroll Department, and will identify all discrepancies (amounts not deducted, incorrect amounts deducted, etc. from employee paychecks) for all insurance related benefits and section 125 plan.
- 9.23 The Coordinator shall be responsible for all billing and collections for retiree medical, dental, vision care and life insurance and shall keep retirees as a subgroup within the plan. The life insurance premium collected shall be reimbursed to the life insurance carrier, and the medical, dental, and vision care premium collected shall be reimbursed to the School Board on a monthly basis with proper documentation.
- 9.24 The District shall arrange for the annual actuarial certification that is submitted to the Insurance Commissioner's office by the date determined by the actuary. It shall be the Coordinator's responsibility to provide the District's actuarial firm with the correct data necessary for the certification of the District's medical and dental plan. The actuarial firm shall bill the District directly and shall be paid by the District. The time line for the report shall be as follows: September – Insurance Committee, October – School Board.
- 9.25 The Coordinator will provide a detailed financial summary of each plan to be reconciled monthly with the St. Johns County School Board Accounting Office. The Coordinator shall also provide a monthly listing of claims adjusted by Coordinator allowing the District to identify by employee the amount of benefit payments made to a particular employee as well as other statistical information as required. The Coordinator will also provide additional financial reports, usage reports and special analyses as requested by the District.

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- 9.26 The Coordinator will review and approve all invoices for claims submitted by the District's insurance providers. The review shall include:
- District Employees
 - Explanation of Benefits (EOB's) are correct
 - Usual and customary charges are correct
 - Plan language is being enforced
 - Compare and analyze to prior billing
- 9.27 The Coordinator will review, approve and pay all invoices for administrative services submitted by the District's insurance providers. The review shall include:
- Base for billing is correct
 - Contract terms are enforced
 - That discrepancies are approved in advance by the District
 - Reconcile to employee counts
- 9.28 The Coordinator will provide claim forms in PDF format for access through the District web site and the benefits website (benefits website required in this RFP to be maintained by the Coordinator)
- 9.29 The Coordinator will provide premium billing services in accordance with School Board Rules for:
- Employees on approved Leave of Absence
 - Employees with Family Status Changes
 - Employees on Family Medical Leave Act
 - Employees on Workers Compensation
- 9.30 The Coordinator will provide other services as agreed to by the District and the Coordinator, including assistance with the administration of the District's Health Centers. Assistance with the administration of the wellness centers includes, but is not limited to the following:
- Review and approval of invoices
 - Comparison of pricing of services
 - Assistance with employee complaints
 - Collaboration with the health center vendor on wellness and current/ potential services beneficial to the self-insured medical plan and its members.
 - Visits to the wellness centers when requested by the District
- 9.31 The Coordinator will review and report on FSA provider's internal controls and compliance with Federal regulations.
- 9.32 The Coordinator will provide an FSA appeals process as agreed to by the District.

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- 9.33 The Coordinator must ensure the FSA vendor provide toll-free access for employees a minimum of twelve (12) hours per day, five (5) days per week.
- 9.34 The Coordinator must ensure the FSA vendor provide a 24 hour toll-free Interactive Voice Response and Internet site for FSA claims and account balance information.
- 9.35 The Coordinator will provide HIPPA compliance assistance and certification on the Medical FSA.
- 9.36 The Coordinator will provide monthly reconciliation by the tenth of each month of all bank accounts maintained by the Coordinator and in the name of the District. Included with the reconciliation, a written explanation must be provided to the District for all balances in excess of \$10,000.
- 9.38 Respondent agrees that any funds belonging to the District is lost through their handling and within their custody, the Respondent agrees to fully reimburse the District of any such losses either by direct fund or from proceeds of their insurance.
- 9.37 The Coordinator will provide a per pay discrepancy report.

10.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide all the required information will affect the evaluation of the proposal and may be grounds for disqualification. Proposals should include, at a minimum, the following:

10.1 **Table of Contents**

10.2 **Minimum Requirements**

This is a compliance section and carries no evaluation points.

- 1) RFP Cover Sheet. Completed response form (page 1 of the RFP) with all required information and signatures as specified.
- 2) Debarment Form
- 3) Drug Free Workplace Certification Form
- 4) Insurance certificate evidencing coverage as specified in section 12.0 or, a statement from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would underwrite the necessary insurance coverage prior to the commencement of any work under this RFP.
- 5) Documentation which verifies the minimum requirements listed in section 8.0

RFP #2017-23 Benefits Coordinator

10.3 Qualifications and Experience of Firm

- 1) What year was your firm established in its current form?
- 2) Describe any mergers or acquisitions in the last five years.
- 3) Indicate the corporate office location and the location from which the District account will be serviced. Indicate if multiple offices will be involved in servicing the District and to what extent. Include the name of key personnel and their home office location.
- 4) Describe the full range of insurance and administrative services provided corporate wide and through the servicing branch office if different. Specifically discuss your company's enrollment reconciliation administrative experience.
- 5) Describe your firm's expertise and experience in the following:
 - a. Self-funded benefit plan administration and vendor reinsurance negotiations.
Identify the number of accounts your firm currently has in self-funded health insurance programs.
 - b. Life and long term disability insurance programs and negotiations
 - c. Identify how many employees are professionally licensed agents.
- 6) How many employees are employed corporate wide and from the servicing branch office?
- 7) Provide an organization chart that shows key personnel and any other personnel that would service the District account.
- 8) Approximately what percentage of your firm's volume is from government and/or educational entities?
- 9) How many government and/or educational entities in the State of Florida does your firm service? How many are serviced through the servicing branch office?
- 10) Describe your firm's experience with government entities within Florida, specifically Florida school districts.
- 11) Describe your firm's experience in issuing competitive solicitations.
- 12) Provide references, including names, current telephone numbers and current email addresses from other government and/or educational entities or other organizations similar in size for work done your firm similar to that required by this RFP.

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10.4 Qualifications and Experience of Staff

- 1) Identify the key personnel that will be directly responsible for providing the required services. Resumes for each individual assigned to the District shall be submitted and shall include the following information:
 - a. Formal education
 - b. Continuing professional education relative to services defined in this RFP
 - c. Experience in private business, government and/or educational entities
 - d. Membership in various national and state boards, committees or associations (past or present)
 - e. Professional recognition
 - f. Any relevant licensure
- 2) Identify the specific individual who would serve as the dedicated account manager assigned to the District on a day to day basis.
- 3) Identify the specific individual who would serve as the on-site customer service representative assigned to the District. If the individual is not yet determined describe the qualifications you would be seeking in the individual.

10.5 Firm's Capabilities and Approach

- 1) Describe your firm's methodology for providing benefits coordination services and how your firm would accomplish the work described in the RFP.
- 2) Describe how your firm would provide the following services. Provide examples if appropriate:
 - a. COBRA and retiree administration
 - b. HIPAA administration
 - c. Annual personalized employee benefits statement administration
 - d. Medicare Part D compliance in accordance with applicable laws
 - e. Customer service call line administration
 - f. Daily reconciliations of plans and how discrepancies would be identified
- 3) Describe in detail your service plan for the District including how your firm would handle the annual renewal process, communications and Open Enrollment services.
- 4) Describe the benefits website your firm would provide for member access providing up to date information on all benefits programs under this contract.
- 5) Describe what factors you consider to determine when you would recommend a renewal or when would you solicit competitive proposals?

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- 6) Describe how your firm strives to streamline benefit administration for your clients. Include any services you provide for further automation of the benefit process.
- 7) How do you monitor the process of insurance providers, in order to ensure the provider can meet the obligation to the District? What is the notification process to the District if a provider has fallen below an acceptable financial rating?
- 8) Describe your approach to stay ahead of market trends, carrier initiatives and regulatory updates.
- 9) Provide examples of innovations or changes you have recommended and implemented which have mitigated increases in medical benefit costs.
- 10) Describe in detail how your firm protects sensitive information.
- 11) Describe any other relevant information concerning your firms expertise which you believe would be of interest to the District in understanding the services you provide.

10.6 Cost of Services

- 1) The District intends to compensate the awarded Coordinator on a fixed fee basis charged to the health plan on a per employee basis per month. The number of employees will be determined by those enrolled in the vision plan. All full time District employees are enrolled in the vision plan. Please provide your fee structure, per employee per month, for Year 1, Year 2 and Year 3 to deliver the proposed services. This fixed fee structure must include all costs and charges that may be incurred by the District.

All Respondents are required to complete and submit Appendix A, Fee Schedule and Certification, with their proposal.

- 2) The District requires complete disclosure of any and all fees, commissions, contingent commissions, overrides or bonuses received by your firm resulting from this RFP. In responding to this RFP the Respondent agrees to provide this information to the District upon request.

11.0 PROPOSAL EVALUATION PROCESS

- 11.1 Proposals will be received and publicly opened. Only names of the respondents will be read at this time.
- 11.2 Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of staff will be considered.

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11.3 The evaluation of proposals shall consist of a two phase process.

11.4 **Preliminary Phase**

The preliminary phase shall consist of an evaluation of all responsive and responsible written proposals by an Evaluation Committee (“Committee”) consisting of District personnel. Committee members shall independently review and score the written proposals in each criteria (sections 10.3 – 10.6) awarding points ranging from 90%-100% of the maximum points for excellent, 80%-90% for good, 70%-80% for satisfactory, 60%-70% for marginally unsatisfactory and 0% to 60% for unsatisfactory.

The Committee members scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

PRELIMINARY PHASE CRITERIA	MAXIMUM POINTS
Qualifications and Experience of Firm	20
Qualifications and Experience of Staff	20
Approach and Methodology	35
Cost of Services	25
Preliminary Phase Maximum Points	100

11.5 **Final Phase**

It is the intent of the District to select the three highest ranked proposers from the preliminary phase to provide an oral presentation. The District reserves the right to increase the number of proposers making oral presentations in its sole discretion and exercise of good judgement.

Presentation will be scheduled at the convenience of the Committee. The Committee will strive to provide adequate notice to each finalist relative to their scheduled presentation. Per Florida Statute, oral presentations are conducted as closed meetings. However, all oral presentations will be recorded in compliance with Florida’s Sunshine Law.

Upon completion of the oral presentations, scores from the final phase will be totaled and finalists will be ranked from the total number of points awarded in the final phase. Points awarded in the preliminary phase will not be considered in the final phase rankings.

FINAL PHASE CRITERIA	MAXIMUM POINTS
Qualifications and Experience of Firm	20
Qualifications and Experience of Staff	20
Approach and Methodology	35
Cost of Services	25
Final Phase Maximum Points	100

11.6 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize the Superintendent to negotiate and execute a contract with the highest ranked

RFP #2017-23 Benefits Coordinator

finalist. If a satisfactory contract cannot be negotiated with the highest ranked finalist, negotiations with the highest ranked finalist will be terminated at the discretion of the District and negotiations will commence with the second highest ranked finalist. This process shall continue until a satisfactory contract is reached with one of the finalists. A contract may be subject to acceptance and final approval by the School Board.

- 11.7 During the negotiations process, a finalist shall not propose or require contract terms or conditions that are contrary to or inconsistent with the terms and requirements of the RFP, as contained in the General and Special Conditions, and any addenda.
- 11.8 The contract shall be negotiated incorporating terms and conditions of the General Conditions, Special Conditions, Proposal and any addenda.
- 11.9 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District's website and shall be conducted as a public meeting.
- 11.10 The Committee may consult with other District staff and third- party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberations and evaluation process, as such, communications are not subject to Florida's Sunshine Law and may take place outside of public meetings.

12.0 INSURANCE REQUIREMENTS

It is mandatory that the Respondent submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The Respondent submitting the proposal must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best.

The Respondent shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$3,000,000 Per Occurrence. Any deductible, or Self-Insured Retention (SIR) is subject to District approval. For policies written on a "Claims-Made" basis, Respondent warrants the retroactive date equals or precedes the effective date of any contract resulting from this RFP. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, the Respondent shall agree to purchase a SERP with a minimum reporting period not less than three (3) years from the expiration of the contract.

The Respondent shall agree to maintain Cyber Security insurance at a limit not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Cyber Security insurance shall include but not be limited to privacy liability and data breach.

RFP #2017-23 Benefits Coordinator

If the Respondent's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would underwrite the necessary insurance coverage and the Respondent would pay for such coverage. The successful Respondent must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer.

Successful vendor must list St. Johns County School Board as an additional insured.

13.0 **VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this RFP to accept payment from the District via an agreed upon electronic method.

Appendix A



FEE SCHEDULE AND CERTIFICATION

Year	Price Per Active Employee Per Month
January 1, 2018 – December 31, 2018 per active employee per month	\$
January 1, 2019 – December 31, 2019 per active employee per month	\$
January 1, 2020 – December 31, 2020 per active employee per month	\$

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all appendices and the contents of any Addenda released thereto.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

Patrick Snodgrass, CPSM

Director of Purchasing

June 16, 2017

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2017-23 Benefits Coordinator.

The following is a list of questions that were asked along with the responses:

1. **Question:** What is the current Coordinator's total fees, commissions, contingent commissions, overrides or bonuses collected over the past 3 years for all of the lines they coordinate?

Answer: Approximately \$6,150,000. This amount includes pass through fees the Benefits Coordinator submits to the medical plan administrator, dental plan administrator, vision, flexible spending, and COBRA. This also includes benefits coordinator fees, commissions, contingent commissions, overrides or bonuses.

2. **Question:** Did you see my question?

Answer: Yes, your question was received and included in addendum #1 (see question #1)

3. **Question:** In regards to RFP #2017-23 Benefits Coordinator, Section 8.0 Minimum Qualifications:

8.1:

4) Respondent must demonstrate financial stability to District. Respondent must provide, at a minimum, one of the following:

- A statement regarding Respondent's financial stability including information as to current or prior bankruptcy proceedings;

What should a statement regarding financial stability contain?

Answer: A statement regarding financial stability should verify that Respondent has sufficient financial resources to meet the obligations of the RFP and any current or prior

bankruptcy proceedings. Additional information could include, but would not be limited to, current assets/current liabilities, company revenue, long term debt, or any other information deemed relevant by the Respondent.

4. **Question:** In regards to RFP #2017-23 Benefits Coordinator, Section 10.6 Cost of Services:

1) The District intends to compensate the awarded Coordinator on a fixed fee basis charged to the health plan on a per employee basis per month. The number of employees will be determined by those enrolled in the vision plan. All full time District employees are enrolled in the vision plan. Please provide your fee structure, per employee per month, for Year 1, Year 2 and Year 3 to deliver the proposed services. This fixed fee structure must include all costs and charges that may be incurred by the District. All Respondents are required to complete and submit Appendix A, Fee Schedule and Certification, with their proposal.

2) The District requires complete disclosure of any and all fees, commissions, contingent commissions, overrides or bonuses received by your firm resulting from this RFP. In responding to this RFP the Respondent agrees to provide this information to the District upon request.

Item 2 appears to be stating, in addition to the benefit coordinator fee, that other compensation is understood as part of the overall agent compensation package, and if requested, that the agent will need to provide detail on this. Is this a correct interpretation?

Answer: Yes. The RFP requires all Respondents to complete and submit a Fee Schedule and Certification. This fixed fee structure must include all costs and charges that may be incurred by the District.

The Coordinator may also receive other fees, commissions, contingent commissions, overrides, bonuses or other payments from firms outside the District. The District requires complete disclosure of any and all fees, commissions, contingent commissions, overrides, bonuses or other payments received by the awarded Respondent resulting from this RFP. In responding to this RFP the Respondent agrees to provide this information to the District upon request.

5. **Question:** Please confirm number of eligibles:

- Active employees
- Retirees
- COBRA participants
- FSA Participants – MFSA; DFSA

Answer: There are approximately 5,090 active employees as of May 2017.

There are approximately 125 eligible retirees for 2016-2017.

There are currently 10 Cobra participants.

There are approximately 5,090 FSA participants as of May 2017.

6. **Question:** Will proposer be disqualified if they identify a subcontractor, are you only looking for the proposer to handle all services in-house?

Answer: No, the Respondent will not be disqualified if they identify a subcontractor in their proposal. Respondents shall list all subcontractors that might be used to service the District, and what services they may provide. Respondent shall describe the contractual relationship and history between Respondent's firm and any subcontractor. The Respondent is fully responsible for satisfactory completion of all work related to this RFP. The Respondent shall ensure, and provide assurances to the District upon request, that any subcontractor selected for work under this RFP has the necessary qualifications and abilities to perform in accordance with the terms and conditions of the RFP. The District reserves the right to reject any subcontractor or member of subcontractor's staff whose qualifications or performance, in the District's judgement, are insufficient. The Respondent agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this RFP. Any subcontract arrangements must be evidenced by a written document submitted to the District upon request.

The Respondent agrees that the District shall not be liable to any subcontractor for any expenses and liabilities incurred under the subcontract and Respondent shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Respondent, at its expense, shall defend the District against such claims.

7. **Question:** Is the District looking for the Coordinator to provide an online Web based enrollment and Ben Admin system? If not, please describe the system currently being used by the District and Coordinator to enroll annual, new hire and CIS changes. Does the enrollment system interface directly with the Benefit Admin. system?

Answer: The District currently utilizes SunGard, the District ERP, for all business functions which would include benefit enrollment. Information related to benefits enrollment is transferred from SunGard to both Florida Blue and Express Scripts on a weekly basis. The District is currently working with Humana to transfer enrollment information. Training will be provided to staff members of the awarded Respondent, allowing them to perform their responsibilities.

8. **Question:** Please describe current fee and commission arrangement with the current Coordinator.

Answer: The Benefit Coordinator Fee is \$6.25 per enrolled per month to the District. The current Benefits Coordinator is required to disclose all commissions and rebates on an annual basis. The Benefit Coordinator Fee was waived for the current renewal.

9. **Question:** Please confirm that the District looking for a “fee for services” only pricing proposal as identified in 10.6.1?

Answer: The RFP requires all Respondents to complete and submit a Fee Schedule and Certification. This fixed fee structure must include all costs and charges that may be incurred by the District.

The Coordinator may also receive other fees, commissions, contingent commissions, overrides, bonuses or other payments from firms outside the District. The District requires complete disclosure of any and all fees, commissions, contingent commissions, overrides, bonuses or other payments received by the awarded Respondent resulting from this RFP. In responding to this RFP the Respondent agrees to provide this information to the District upon request.

10. **Question:** Or will the District consider fee for service plus commissions -- allowing brokerage commissions, etc. on ancillary and voluntary benefits to offset administrative, communications and enrollment costs as implied in 10.6.2?

Answer: Yes, the Coordinator may also receive other fees, commissions, contingent commissions, overrides, bonuses or other payments from firms outside the District. The District requires complete disclosure of any and all fees, commissions, contingent commissions, overrides, bonuses or other payments received by the awarded Respondent resulting from this RFP. In responding to this RFP the Respondent agrees to provide this information to the District upon request.

11. **Question:** Is the Wellness Plan considered part of the scope of services? Will information about the Wellness plan need to be included in the benefits booklets? If the answer is yes, may the contractor request a charge-back for the printing costs from the provider (Marathon Health) for including their material?

Answer: Yes, the wellness plan is considered part of the scope of services. Information related to the wellness plan is to be included in the benefits booklets.

No, the awarded Respondent may not request a charge back for the printing costs from the provider (Marathon Health).


12. **Question:** Will you provide census data for your employee benefit plans?

Answer: Approximate enrollment as of May 2017 is included in the RFP and again listed below:

PLAN	EMPLOYEES	SPOUSES	CHILDREN
Medical	3,533	1,362	2,378
Dental	4,918	2,893	1,918
Vision	5,090	1,352	2408
Disability	4,273		
Basic Life	4,273		
HIP	835		

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing