

Request for Qualifications #23-101
Health Insurance Brokerage and Consulting Services

Issue Date	March 15, 2023
Question & Answer Deadline	March 24, 2023 at 2:00 PM
Due Date / Time	April 06, 2023 at 2:00 PM

Direct all inquiries in writing to:

April Perez
Director of Business Services
Hamilton County School Board
april.perez@hamiltonfl.com

Sealed responses will be received by the Hamilton County School Board, Director of Business Services, 5686 US Highway 129 South, Ste 1, Jasper, FL 32052. Please note that receipt of response means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE HAMILTON COUNTY SCHOOL BOARD ADMINISTRATIVE OFFICE. Responses must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package.

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

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REQUEST FOR PROPOSAL

#23-101

HEALTH INSURANCE BROKERAGE AND CONSULTING SERVICES

1. OVERVIEW

- 1.1. Purpose: Hamilton County School Board (HCSB), hereafter referred to as "HCSB", is seeking responses from qualified proposers interested in providing Insurance Brokerage and Consulting Services. The recommended award will be to the most qualified proposer(s) as determined by recommendation from the Fringe Benefits Committee to the Superintendent from the top three (3) respondents as determined by an Independent Evaluator, hereafter referred to as "IE".
- 1.2. District Profile: HCSB is a public school system providing elementary, middle and high school curriculum to Hamilton County, Florida residents. HCSB provides education to Pre K – 12 students and has approximately 260 full time employees and approximately 160 are enrolled in health insurance plans.
- 1.3. Contract Structure
 - 1.3.1. Scope of Work: The scope of work under this contract is specified in Section 8 of this RFP.
 - 1.3.2. Contract Structure: HCSB 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 HCSB. Separate and individual Scopes of Work (SOW) may be issued that are specific to the needs of the project.

2. EVALUATION OF RESPONSES

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

- 2.1. Independent Evaluator
 - 2.1.1. Independent Evaluator, hereafter referred to as "IE", shall review, evaluate, and rank the top three (3) valid responses submitted based on the evaluation criteria. The top three (3) vendors, as selected by IE will be forwarded to the District for a scheduled presentation to the Board and the District's Fringe Benefit Committee.
 - 2.1.2. The IE will rank order from the top three (3) vendor proposals selected, from first (most highly recommended) to third (least likely recommended) for the Board and District Fringe Benefit Committee review and consideration.
- 2.2. Evaluation Process
 - 2.2.1. The selection process to evaluate the responses under this RFP shall be conducted in accordance with the evaluation procedure as described in this section. The IE shall evaluate accepted responses. The HCSB, in collaboration with the District's Fringe Benefits Committee, shall be the sole judge as to which response is best and, in ascertaining the best response, shall take into consideration the financial resources, reputation, fit of proposed solution, and experience in performing similar work, as generally described below.

- 2.2.2. HCSB shall generally follow the above shown process; in doing so, HCSB at its will, reserves, at a minimum, the following rights:
- a. The award shall be made to the Proposer that best meets HCSB needs.
 - b. All responses properly completed and submitted shall be accepted by HCSB. However, HCSB reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFP according to its best interest;
 - c. HCSB also reserves the right to waive minor irregularities in responses if that action is in the best interest of HCSB. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract;
 - d. HCSB 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. HCSB 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. HCSB 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 HCSB;
 - iii. HCSB, at its sole discretion may waive the requirement to have demonstrations or interviews;
 - iv. HCSB, at its sole judgment, will award or reject any or all responses as is in the best interest of HCSB and the decision shall be final.

2.3. EVALUATION STEPS

- 2.3.1. Response Opening: Response submittals shall be received and publicly opened. Only the names of Proposers will be read at this time. Responses will be forwarded to the IE.
- 2.3.2. Step 1: In this stage, IE shall evaluate each written response based on the evaluation criteria listed in 2.4, using a 1-100 rating system.
- a. Step 1a: The IE will use the scoring rubric to create a raw score.
 - b. Step 1b: The top three (3) raw scores will be submitted back to the District to proceed with the steps outlined below.
- 2.3.3. Step 2: In this stage, the finalists shall be notified by the Director of Business Services of the process for the oral presentations. Step 2 evaluation is a “fresh evaluation” with scores from Step 1 not being carried forward:
- The finalists and their sub proposers may be required to appear (face to face required), in no particular order before the HCSB Board, Fringe Benefits Committee, and Superintendent for an oral presentation/interview of their response and detailed discussion of the elements of their response;
- a. The Director of Business Services will assign the date for the on-site demonstrations and/or oral presentations;

- b. The vendor's key team members should actively participate in the oral demonstration/presentations to the HCSB Board at the vendor's discretion. Members of the Fringe Benefits Committee, the Superintendent and/or HCSB Board may direct questions to specific members of the vendor's team;
 - c. It is requested that each presenter(s) for a given vendor only be present in the meeting room during their appointed time.
 - d. HCSB reserves the right to invite additional subject matter experts from HCSB and/or its representatives to sit in and observe the oral demonstrations/presentations;
 - e. Following the oral presentations, HCSB may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the Fringe Benefits 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 1-100 rating system. After all presentations, the Director of Business Services will combine the evaluation scores submitted by all Fringe Benefits Committee members and shall determine the highest scoring vendors based on the total evaluation scores received to finalize point total from Step 2. The top 2 scorers will be voted on by the Committee.
 - g. The Fringe Benefits Committee will confer with the Superintendent to formulate a recommendation of the successful presenter back to the full Board for a vote. The successful vendor will be notified within 24 hours of the Board vote.
- 2.3.4. 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 HCSB. 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 HCSB.
- 2.3.5. 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 HCSB arising from such negotiations.

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:

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

2.5. Schedule/Project Timeline

March 15, 2023	RFP #23-101 Published
March 24, 2023 2:00 PM EST	Last Day to Request Additional Information or Clarification
April 06, 2023 2:00 PM EST	Response Due Date
April 25, 2023	Oral Presentations/Demonstration Workshop
April 25, 2023	Contract Awarded after HCSB Special Meeting

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

- 3.1. Response Order: In order to maintain comparability and consistency in review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit **one (1)** unbound original (clearly marked as such) and five (5) exact duplicates for a total of six (6) physical copies. **One electronic copy on USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire response and save it as one (1) pdf document. Responses not meeting the requirements below may be determined to be non-responsive. Non-responsive responses will receive no further consideration.
- 3.1.1. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the response, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.
- 3.1.2. **Tab 1 - Cover Letter and Compliance Information:** Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific response. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Clearly demonstrate your familiarity with the RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response are considered to be accepted by the proposer. A person who is authorized to commit the Proposer's organization to perform the services included in the response must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. The prospective Proposer hereby certifies, by submission and signature of this letter, 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. Public Entity Crimes (Appendix B)

- iii. Federal Debarment Certifications (Appendix C)
- iv. Non-Collusion Affidavit (Appendix D)
- v. Public Records Act/Chapter 119 Requirements (Appendix E)
- vi. Statement of Affirmation (Appendix F)
- vii. Drug-Free Workplace Certification (Appendix G)

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 G) Responses received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- f. Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix F) 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 HCSB contract.

3.2.1. In order to be considered for award, Proposer must demonstrate financial stability to HCSB. 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 Director of Business Services. 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 Hamilton 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. HCSB 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 HCSB 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. HCSB 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 HCSB and Proposer staff, role descriptions, and a description of the correlation between HCSB 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 HCSB.
- 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 HCSB 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 HCSB 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 HCSB employees schedule appointments with your staff to discuss specific issues that may be confidential in nature?
- e. Please describe your process for assisting HCSB 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 HCSB 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. In your view, what are the key exposures that HCSB faces?
- 3.6.29. Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry.
- 3.6.30. Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals.
- 3.6.31. How will your firm assist with the District's compliance for COBRA, HIPPA, FMLA, ERISA (if applicable), ADA, ACA and IRC 125?
- 3.6.32. Describe your process for assisting with preparation of bid documents, evaluation and negotiation during the selection process. What are some of the non-negotiables that you recommend for policies?
- 3.6.33. What resources can you provide to educate our employees about becoming healthy consumers?

4. SUBMISSION REQUIREMENTS:

Notice to Proposers:

Responses will not be accepted or considered after the specified time and date listed on page 1.

Each Response envelope/box shall be sealed and identified as specified below:

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

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

DO NOT OPEN - SEALED RESPONSE – DO NOT OPEN

RFP NO.: #23-101

RFP Title: Health Insurance Brokerage and Consulting Services

TO BE OPENED: April 6, 2023 at 2:00 PM

LATE RESPONSE WILL NOT BE ACCEPTED

FROM

Name of Firm:

Contact Name:

Email Address:

Telephone No.:

Fax No.:

Deliver To:

**Director of Business Services
Hamilton County School Board
5686 US Highway 129 S, Ste 1
Jasper, FL 32052**

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

Attention: April Perez

RFP NO.: #23-101

RFP NAME: Health Insurance Brokerage and Consulting Services

Email: april.perez@hamiltonfl.com

Company Name: _____

Contact Person Name & Title _____

Address _____

Telephone _____

Email Address _____

Please check reason for a “no bid.”

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

_____ Insufficient time to respond.

_____ Specifications unclear (explain below)

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

_____ Our schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Unable to hold prices firm throughout the term of the contract period

_____ Unable to meet insurance requirements

_____ Other, please explain

Print Name: _____

Signature: _____

5. INSTRUCTIONS TO PROPOSER

- 5.1. Upon the issuance of this RFP, all contact with HCSB must be made through the Director of Business Services. The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of HCSB and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. Any contacts made with other employees and representatives of HCSB will be reported and forwarded to the Director of Business Services. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of HCSB 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 Director of Business Services. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.
- 5.3. Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. HCSB reserves the right to make any final determination of the applicability of the Public Records Law.
- 5.4. Posting Of Tabulations/Recommendation. RFP tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.hamiltonfl.com/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 Director of Business Services will endeavor to post a "Notice of Delay of Posting" to inform all Proposers of the delay and anticipated posting date and time.
- 5.5. Bid Protests: Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to HCSB in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 5.6. Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to April Perez at the email address april.perez@hamiltonfl.com by 2pm on March 24, 2023. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the **Hamilton County School Board public website**.
 - 5.6.1. Questions must be received before 2:00 PM **Eastern Standard Time** on March 24, 2023. 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.hamiltonfl.com/bids> for attachment to the response.

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

April Perez, Director of Business Services at april.perez@hamiltonfl.com

- 5.7. Any corrections or amendments will be posted as addenda issued no later than two (2) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 5.8. All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.
- 5.9. Six response copies (five copies – 1 original shall be unbound) are to be submitted in sealed envelopes (use the label provided in section 4), which bear the name, address, and telephone number of the Proposer.
- 5.10. HCSB will receive sealed responses until the date and time indicated on this response cover page. Responses must be delivered to the Director of Business Services 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 Hamilton County School Board Administrative Office.

6. GENERAL TERMS AND CONDITIONS

- 6.1. HCSB may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the responses received as a result of this RFP. HCSB 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 HCSB, 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. HCSB may require the Proposer to give oral presentations in support of their response or to exhibit capabilities to support their response. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 6.4. This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and HCSB. No modification of this RFP, except by addendum issued by HCSB, shall be binding on HCSB.
- 6.5. It is understood and agreed between the parties hereto that HCSB shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, HCSB shall immediately notify Awardee(s) of such occurrence and this RFP shall

terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to HCSB of any kind whatsoever.

- 6.6. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of HCSB. Further, all Proposers must disclose the name of any HCSB 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 Hamilton 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 HCSB. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the HCSB.
- 6.11. Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.
- 6.12. Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with the School are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- 6.13. After notification of award, the Awardee(s) shall indemnify and hold harmless HCSB 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 HCSB as set forth in Florida Statutes.
 - 6.13.1. Successful Proposer shall, in addition to any other obligation to indemnify Hamilton 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 Hamilton County School Board to enforce this agreement shall be borne by the Contractor and venue shall be in Hamilton County.

6.13.2. Patents and Royalties. The Proposer, without exception shall indemnify and hold harmless the School and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Hamilton 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, HCSB shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this Response.

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

6.15. Financial Terms and Conditions.

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

6.15.2. Conditions to Payment. Payment to Vendor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the services. HCSB 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. HCSB, 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 HCSB, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

- 7.5. **Contract Termination:** HCSB 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 HCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to HCSB. In the event HCSB shall elect to terminate this contract without cause, HCSB 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 HCSB 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. HCSB 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: HCSB 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. HCSB 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 HCSB facility.
- 7.7.1. Qualifications of new people working under this contract will be submitted to HCSB, 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 HCSB or a school, but who is not otherwise considered an employee of the HCSB. 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 (Appendix B).** 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.

- 7.9. **Suspension and Debarment (Appendix C).** The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.10. **Communications:** Awardee(s) must provide a means to receive direct communications from HCSB. A copy of all written communication concerning contract discrepancies, issues, or concerns from HCSB and the Awardee(s) shall be forwarded to the Director of Business Services upon issuance.
- 7.11. **Contract Administration:** HCSB 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 HCSB. 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 HCSB for any additional cost incurred by HCSB 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 HCSB.
- 7.11.1. 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 HCSB.
- 7.11.2. HCSB reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
- 7.11.3. Awardee(s) shall be subject to periodic performance evaluations by HCSB personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.
- 7.11.4. Upon cancellation of any ensuing agreement, HCSB reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated response to HCSB for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in HCSB's best interest.
- 7.12. **HCSB 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.
- 7.13. **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: Hamilton County School Board (HCSB) is soliciting proposals for Insurance Broker, Consultant Services. Hamilton County School Board currently employs approximately 260 employees, of which approximately 95% are eligible to participate in the group benefits. Hamilton 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. Supplemental: Short Term Disability
- l. Supplemental: Universal Life Insurance (with Long Term Care)
- m. Supplemental: Critical Illness Policy (including Cancer)
- n. Supplemental: Supplemental Hospital Indemnity Plan
- o. Supplemental: Accident Insurance
- p. *Retiree Benefits (medical, dental, vision, and retiree life) *Note: these are for retirees only, not employees

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

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

8.3.1. Customer Service:

- a. Provide claims assistance 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 Hamilton 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 Hamilton County School Board Members and Management.
- d. Provide a day to day contact person for HCSB 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. Assist HCSB Legal Counsel in preparation of defense if any litigation should result from benefits contracting and testify in court as needed/requested.
- g. Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the District's employee benefits plans and programs. Recommend procedures and/or policies.

8.3.2. Strategic Planning

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

8.3.3. Compliance

- a. Prepare all "master applications" and other documents.
- b. Review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy.
- c. Prepare and coordinate preparation of Summary of Benefits and Coverage.
- d. Prepare, coordinate and provide all compliance related documents as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notice, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicare D Notice, etc.
- e. Assist Hamilton County School Board in obtaining quotes from actuarial firms to complete necessary certifications as requested by state and federal laws.

- f. Provide to Hamilton County School Board's actuarial firm the correct data necessary for certification of OPEB liabilities; the actuarial firm shall bill Hamilton County School Board directly and shall be paid by Hamilton 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 HCSB 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 HCSB 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 ensure that they accurately reflect negotiated benefits, services and terms.
- m. Provide support in the preparation of reports and senior management presentations.

8.3.4. Reporting

- a. Maintain all finance reports including the benefits cost analysis. This data must be customized to provide the data as requested by Hamilton 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.

8.3.5. Plan Management

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

8.3.6. Underwriting/Actuarial Services

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

8.3.7. Vendor Management:

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

8.3.8. Education & 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, during annual enrollment, to explain coverage options and answer questions. Provide employee and HCSB a signed summary of all benefits elected and ensure compliance with HCSB's Section 125 plan.
- iii. Provide content for HCSB newsletter including benefit plan information, education, wellbeing, etc.

8.3.9. Billing & Ongoing Enrollment

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

8.3.10. Open Enrollment

- a. Prepare digital presentation for and conduct open enrollment meetings by providing several 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 (if not electively completed online by the employee) to explain benefit options, answer coverage questions, and provide counsel for how they can best address the coverage needs of the employee and their family.

8.3.11. Wellness

- a. Provide a contact for HCSB'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 Hamilton County School Board with building a sustainable wellness program which fits the specific culture, needs and budgetary constraints of the organization.
- d. Build and implement strategic, multi-year wellness plans.
- e. Analyze data from wellness programs and report findings.

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

No.	Summary of Exception	Exception to Paragraph or Requirement Number

8.5. ALTERNATIVES TO THE SCOPE OF WORK

No.	Summary of Alternative	Alternative to SOW Paragraph Number

9. REFERENCES

I _____ being of _____

(Name/Title)

(Name of Company)

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

Authorizing Signature _____

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 A

Vendor's Statement of Qualifications

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

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

8. Provide the following financial information:

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

Authorized Representative's Signature

Company Name

State Of: _____

County Of: _____

APPENDIX B

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted

to School Board of Hamilton County, Florida

by _____

for _____

Whose business address is: _____

(If applicable) its Federal Employer Identification Number (FEIN) is: _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)
- ☐ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this _____ day of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

APPENDIX C

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.

Instructions for Certification

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 which 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

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (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 AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

APPENDIX D

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

_____being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: _____

Printed Name: _____

Title: _____

APPENDIX E

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Rex L. Mitchell, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: rex.mitchell@hamiltonfl.com. telephone number (386) 792-7802.

APPENDIX F

STATEMENT OF AFFIRMATION AND INTENT

TO: HAMILTON COUNTY SCHOOL BOARD, DIRECTOR OF BUSINESS SERVICES

PROJECT: RFP #23-101

DUE DATE: April 06, 2023

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 Hamilton County School Board (HCSB). 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 HCSB 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 HCSB 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 RFP 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 HCSB, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to HCSB 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 HCSB. 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 HCSB or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

STATEMENT OF AFFIRMATION AND INTENT ATTESTATION

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 _____ 2023.

Notary

Public Commission Expiration Date

APPENDIX G

DRUG-FREE WORKPLACE CERTIFICATION

The 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