



**THE ESCAMBIA COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
75 NORTH PACE BLVD.  
PENSACOLA, FL 32505**

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT**

POSTING DATE:

PURCHASING CONTACT & TELEPHONE:

**OCTOBER 14, 2011**

**JOHN DOMBROSKIE (850) 469-6202**

RFP TITLE:

RFP NUMBER:

**EMPLOYEE BENEFITS CONSULTING SERVICES**

**RFP #121201**

RFP OPENING DATE & TIME:

**TUESDAY, NOVEMBER 1, 2011, 3:30P.M., CST**

**NOTE: RFPS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: ( EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME VENDOR\_\_\_  
OTHER\_\_\_ (PLEASE SPECIFY\_\_\_\_\_)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

The Escambia County School District in Pensacola, Florida (hereinafter referred to as "ECSD" or the "School District") has a need to establish a contract with a Benefit Consulting Services Firm to assist in determining its Employee Benefits Program, including but not limited to its current self-funded medical and dental plans. The Escambia County School District has approximately five thousand five hundred (5,500) employees which enjoy a full benefit package including medical, dental, life insurance, a flexible spending plan tax sheltered annuity (TSA) plans and an additional one thousand nine hundred (1,900) retirees who enjoy select benefits. Employee benefits are administered through the Employee Benefit Trust Fund and the Board of Trustees. The District spends an average of \$50,000 to \$75,000 a year on consulting services, however no fixed amount is guaranteed. All benefits currently are self-funded / self-insured programs by the District offered through an automated benefit registration process. The consultant will provide advice and guidance in evaluating current programs/plans recommending changes consistent with changes in the market, recommend benefit changes that will reduce overall costs, provide bid requests and proposals as required, conduct feasibility studies for potential programs, aide in the exploration of fully insured options, and provide actuarial services when needed.

## II. GENERAL TERMS AND CONDITIONS.

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, 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 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence,

ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "[www.escambia.k12.fl.us/adminoff/finance/purchasing](http://www.escambia.k12.fl.us/adminoff/finance/purchasing)" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "[www.escambia.k12.fl.us/adminoff/finance/purchasing](http://www.escambia.k12.fl.us/adminoff/finance/purchasing)". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State

Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

**III SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **EMPLOYEE SCREENINGS:** All employees that will service the District account will be fingerprinted with a criminal background check conducted. Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://www.escambia.k12.fl.us/adminoff/finance/purchasing/> Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor employees will be required to wear security badges at all times while performing district services.
- B. **THE CONSULTANT'S WARRANTY OF ORIGINALITY:** The Consultant warrants that the Services will be an original work by the Consultant and, to the best of the Consultant's knowledge, will not infringe upon the rights of third parties. For any data delivered to the District that is not first produced under this Agreement, the Consultant certifies that he/she will acquire the necessary rights/licenses for the District to copy and use said data at its discretion without expense by the District. All original data and records of this work first produced by the Consultant under this Agreement shall be the property of the District.
- C. **RESTRICTIVE MARKINGS:** The Consultant shall not put any restrictive markings upon any Data unless otherwise specified in this Agreement.
- D. **ADMINISTRATIVE CONFIDENTIAL INFORMATION:** The Consultant shall not publish or otherwise disclose, except to an authorized District agent or except as a matter of public record, any information or data obtained under this Agreement from any source.

- E. **NON-LIABILITY:** In no event shall the District be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by the Consultant under this Agreement.
- F. **INDEPENDENT CONTRACTOR:** The Consultant shall have sole control over the manner and means of providing the work and services performed under this Agreement. The District's relationship to the Consultant under this Agreement shall be that of Independent Contractor. The Contractor will not be considered an agent or employee of the District for any purpose.
- G. **COVENANT AGAINST CONTINGENT FEES:** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- H. **TERM OF AGREEMENT:** This is an annual agreement effective for one year and renewable for additional one-year terms for up to a total of five years. The initial agreement will be effective January 1, 2012 through December 31, 2012.
- I. **PRICE ESCALATION:** All pricing and rate schedules proposed herein shall be firm through December 31, 2012. Adjustments to pricing will be negotiable and limited to the appropriate CPI Index for Urban SE United States. Increases are not automatic and must be submitted in writing to the District Contract Administrator by October 1 of every year after the initial year and become effective on the anniversary date of the contract January 1. Increases may not exceed the percentage increase for the most current 12-month CPI index indicated above or 5% whichever is less.
- J. **INVOICES:** Itemized invoices must be submitted quarterly at a minimum, and within 60 days after each annual anniversary date of the prior year. Invoices must detail the type of activity, by whom, and the project name. Travel expenses shall be itemized and receive prior travel authorization. Reimbursement for actual travel expenses is limited to lodging, airfare and rental vehicles.
- K. **NON-AFFILIATION WITH PROVIDERS:** The Consultant shall not be associated or affiliated in any way with any Health Care, Life Insurance or other employee benefit provider that may create a conflict of interest between the provider and services rendered under this agreement.
- L. **SUNSHINE LAW:** Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection in compliance with Chapter 286, Florida Statutes (the Florida "Government in the Sunshine Law").

#### **IV SCOPE OF WORK OR SERVICES**

The Escambia County School District and the Employee Benefit Trust currently employs the use of a qualified consultant to review and evaluate ongoing Employee Benefit programs to assure such programs are complying with all Federal, State, and Local laws, regulations and rules. The consultant also is utilized to assess cost effectiveness of programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the ECSD and its employees. The consultant also is expected to advise on any current trends or innovative programs that may be of interest to or benefit ECSD. Specific consulting services needed on an ongoing basis throughout the year will be focused in the following areas relating to the comprehensive Employee Benefit Plan, including but not limited to, Medical, Pharmacy, Dental, Life programs and various other voluntary benefits:

**A. ANALYZE CURRENT BENEFIT DESIGN & FUNDING ARRANGEMENTS:** At least ten times annually meet with the Director of Risk Management, the Employee Benefits Committee, and the Employee Benefit Trust Board of Trustees, to discuss present Benefit Design and Funding Arrangements. Also provide unlimited actuarial support with no additional flat or hourly fees.

1. Evaluate and recommend new costs containment features where required.
2. Evaluate and recommend new financing techniques as required.
3. Evaluate and recommend changes to improve the delivery of current Benefit programs.

**B. PROJECTED CLAIMS REPORT:** As needed, or at least monthly, develop projected anticipated claim levels based on an analysis of the vital statistics of the ECSD and its past claims history. Recommend the rate to be used for the following year to maintain the integrity of the Employee Benefit Trust and forecast ending fund balances.

1. Provide a monthly claims forecast, allowing the District to keep current on the claims cost for the current year.
2. Show the changes that should occur and the current rates to finance the projected claims for the balance of the year.

**C. PROVIDE REPORTS:**

1. Annual Actuarial Report: Prepare and submit the Annual Actuarial Report to be filed with the Department of Insurance per the Self-Insured Program. (Florida Statutes 112.08)
  - a. Accumulate plan enrollment data.
  - b. Obtain data on number of claims paid, total dollar amount of claims incurred and paid.
  - c. Obtain administrative, premium and other cost data.
  - d. Coordinate all information with audited report from accounting firm.
  - e. Calculate cash flow effect over previous year.
  - f. Project financial experience for three subsequent years. Projection includes claims, contributions, administrative expenses, and premium and investment income.
  - g. Prepare an actuarial certificate in accordance with Florida Statutes.
  - h. Report shall incorporate all legislated Amendments to Florida State Statutes.
  - i. Annual State 112.0 Filings as needed.
2. Annual actuarial analysis as required by GASB Statement Number 45.
3. Monthly (or as needed) Trust Fund Report. Collect medical and prescription drug claims and enrollment experience, separated by employees and dependents.
  - a. Project claims data, separated by employees and dependents and by medical and prescription drug.
  - b. Project administrative expenses.
  - c. Compute District and employee contribution rates.
  - d. Project interest income.
  - e. Calculate required reserves.
  - f. Calculate net effect of claims, employee and District contributions, and administrative costs on trust fund balance.

**D. ADMINISTRATION RENEWALS AND NEGOTIATIONS:**

1. Assess the appropriateness of Administrator's proposed renewal rates in relation to industry indexes trends, and past year performance.



2. Assess impact of proposed renewal rate on current trust fund balances for both plan and fiscal years.
3. Recommend appropriate administrative fee level for use in carrier negotiations.
4. Perform lead negotiator's role to negotiate terms of renewal to benefit the School District.

**E. PLAN CHANGES:**

1. Design plan design alternatives, based on utilization and claim experience and District goals, objectives and constraints.
2. Determine effect of various plan changes on claims activity.
3. Actuarially justify total claims savings due to plan changes.
4. Evaluate employee satisfaction of proposed plan changes.

**F. LIFE INSURANCE:** Study the School District Life Insurance Program and make recommendations on:

1. Plan design.
2. Finance and technique.
3. Assist and make recommendations on the development of any bid specifications necessary for use by the School District. If bids are to be invited, the consultant will review bids received, prepare quantitative and qualitative analysis of the bidding companies to include, but not limited to:
  - a. A written report that document findings and conclusions.
  - b. A spreadsheet itemizing each Bidders net costs prepared in and included as part of the written report.
  - c. An analysis of the financial stability of each company submitting a proposal.
  - d. Make recommendation to the District, the Board of Trustees, and the Employee Benefits Committee.

**G. DENTAL INSURANCE:** Study the School District Dental Insurance Program and make recommendations on:

1. Plan design.
2. Finance and technique.
3. Assist and make recommendations on the development of any bid specifications necessary for use School District. If bids are to be invited, the consultant will review bids received, prepare quantitative qualitative analysis of the bidding companies to include, but not limited to:
  - a. A written report that document findings and conclusions.
  - b. A spreadsheet itemizing each Bidders net costs prepared in and included as part of the written report.
  - c. An analysis of the financial stability of each company submitting a proposal.
  - d. Make recommendation to the District, the Board of Trustees, and the Employee Benefits Committee.

H. **PHARMACY PLAN:** Study the School District Dental Pharmacy Program and make recommendations on:

1. Plan design.
2. Finance and technique.
3. Assist and make recommendations on the development of any bid specifications necessary for use School District. If bids are to be invited, the consultant will review bids received, prepare quantitative and qualitative analysis of the bidding companies to include, but not limited to:
  - a. A written report that document findings and conclusions.
  - b. A spreadsheet itemizing each Bidders net costs prepared in and included as part of the written report.
  - c. An analysis of the financial stability of each company submitting a proposal.
  - d. Make recommendation to the District, the Board of Trustees, and the Employee Benefits Committee.

I. **GROUP HEALTH PLAN:** Study the School District Group Health Plan and make recommendations on:

1. Plan design.
2. Finance and technique.
3. Assist and make recommendations on the development of any bid specifications necessary for use School District. If bids are to be invited, the consultant will review bids received, prepare quantitative and qualitative analysis of the bidding companies to include, but not limited to:
  - a. A written report that document findings and conclusions.
  - b. A spreadsheet itemizing each Bidders net costs prepared in and included as part of the written report.
  - c. An analysis of the financial stability of each company submitting a proposal.
  - d. Make recommendation to the District, the Board of Trustees, and the Employee Benefits Committee.

J. **CAFETERIA (SECTION 125) PROGRAM:**

1. Assist in the further development of the Section 125 Cafeteria Program and make recommendations regarding the best method to continue to deliver this program to employees.
2. If changes are required in the program, the consultant will assist in setting up the management details of the program to insure continuing compliance with IRS laws, rules and regulations.

K. **OTHER CONSULTING SERVICES:** Provide ongoing consulting services on an as-needed basis.

1. Meeting Representation. Attend various Employee Benefits Committee and School Board meetings throughout the year in Pensacola to present recommendations.
2. Provide feasibility studies as requested including self vs. fully funded programs, community health clinics, and other studies that may impact the comprehensive benefit plan(s)
3. Provide actuarial studies, attestations, reports on an annual basis for Medicare Part D, 112.08, GASB 45 (OPEB), or other State or Federal program actuarial required studies.

4. Marketing:

- a. Market benefits coverage, on both insured and self-insured bases.
- b. Market administrative services, as well as managed care contracts/services.
- c. Special Studies. Perform special studies relative to retirement plans.

L. **PROPOSAL PREPARATION, SOLICITATION AND EVALUATION:** Assist and make recommendations on the development of any Request For Proposal or Invitation for Bid specifications necessary for use by the School District regarding employee benefits. The consultant will review the responses received, prepare and assist in making a quantitative and a qualitative analysis of the bidding companies to include but not limited to:

1. A written report which documents findings and conclusions
2. A spreadsheet itemizing each bidders net costs prepared and included as part of the written report.
3. A recommendation on the financial condition of companies submitting a proposal.
4. Make recommendations to the District, Employee Benefit Trust Board of Trustees, and Insurance Committee.

## V. PREPARATION AND SUBMISSION REQUIREMENTS

**PROPOSAL MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS:** (Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.)

TITLE PAGE indicating "EMPLOYEE BENEFITS CONSULTING SERVICES" and showing the name and address of the firm as well as the contact person for the firm, and a phone number.

TABLE OF CONTENTS including a clear identification of the material by section and by page number.

SIGNED LETTER OF TRANSMITTAL giving the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

REQUIRED RESPONSE FORM (Page 1 of RFP) with all required information completed, and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

NARRATIVE addressing each of the points outlined in Section VI. in proper sequence.

SIGNED CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FORM (see pages 16 and 17).

DRUG FREE WORKPLACE form signed (if applicable see page 18).

All inquiries concerning this RFP shall be submitted in writing via fax, email or mail no later than 2:00p.m., Central Time, October 21, 2011. Responses and/or any needed Addenda to this RFP will be posted to the ECSD's Purchasing Website <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/> by 5:00p.m., Central Time, October 25, 2011.

Please forward any inquires to:  
John Dombroskie  
Purchasing Director

Purchasing Department  
Escambia County School District  
75 North Pace Blvd.  
Pensacola, FL 32505  
Telephone: 850-469-6202  
Fax: 850-469-6271  
Email: [JDOMBROSKIE@ESCAMBIA.K12.FL.US](mailto:JDOMBROSKIE@ESCAMBIA.K12.FL.US)

For the Escambia County School District to ensure equal treatment of all participating vendors, the above named individual is Escambia County School District's only designated representative for this RFP. Vendors are expected to utilize this representative for ALL information regarding this RFP. Vendors who contact any other District employee regarding the subject of this RFP are subjected to disqualification from participating in this bid.

One (1) original, plus three (3) copies of your proposal, in a sealed envelope shall be delivered to:

Purchasing Department  
Escambia County School District  
75 North Pace BLVD.  
Pensacola, FL 32505

Tag: Employee Benefits Consulting Services RFP 121201

**VI. PROPOSAL FORMAT AND EVALUATION CRITERIA** In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive. The number of points in parenthesis is the total potential points for award.

**A. COMPANY BACKGROUND (15 Points).** Please give a brief company biography (2 Pages Maximum), including:

1. Years in business as an Employee Benefit Consultant.
2. Number of employees.
3. Business focus, by product or service, and by geographical region.
4. Short history about how the company has developed.
5. Current sales, income, or net worth.
6. General information on Parent company or ownership.
7. Location of Corporate headquarters, and number of branch offices.
8. Note if your firm is a subsidiary, parent or affiliate of any other company, including an insurance company. Note if any affiliated company provides products.
9. What makes your firm unique?

**B. ANNUAL REPORT (10 Points).** Please provide evidence of financial stability enclosing a current Corporate Annual Report or set of Audited Financial Statements for the last two years. Specifically provide the following data and financial ratios:

1. Provide the following Ratios for the last five years:
  - a. Profit Margin: Operating Income (Gross Profit) / Sales (Revenue)
  - b. Net Margin: Net Income / Net Sales (Revenue)
  - c. Return on Equity: Net Income / Owner's Equity
  - d. Debt to Equity: Long Term Debt / Owner's Equity
  - e. Current Ratio: Current Assets / Current Liabilities

2. Provide the Percent Change from prior year for last five years for the following:
  - a. Sales (Revenue)
  - b. Net Operating Income
  - c. Gross Profit
  - d. Net Profit

**C. ACCOUNT MANAGEMENT (15 Points).** Provide a detailed resume' for the Senior Account Manager that will have direct responsibility for the Escambia County School District Account. Include a resume' for any other Analyst that will have direct impact on the Districts account. Resume' should include, experience, education, and professional certifications or achievements.

**D. SENIOR MANAGEMENT (10 Points).** Provide an organizational chart indicating the reporting structure for the Account Manager referenced above. Provide brief biography of Senior Management at the Corporate, and/or Branch Management level, that may become involved with Escambia County School District account and/or provide support for the Senior Account Manager.

**E. CLIENT LIST (15 Points).** For the Branch Office proposing to provide the service (provide address of servicing office), provide a client list broken down by servicing areas, indicate the size of the account in terms of number of employees covered:

1. Health benefits plans
2. Prescription drug plans
3. Dental benefit plans
4. Life insurance
5. Actuarial services
6. Tax shelter and/or cafeteria plans
7. Insured and Self Insured clients

Also list a minimum of three (3) previous, similar sized educational/institutional clients during the past five (5) years. Include names, titles and phone numbers.

**F. REFERENCES (10 Points).** Provide of list of at least three (3) references (educational/institutional clients preferred), in which you have provided similar services as proposed in this RFP. Include, name and address, contact name, and phone number. These references will be contacted and asked questions by the District relative to your performance. Provide the names of at least three (3) companies that you have discontinued services for over the last three (3) years, with a brief explanation of why services were discontinued.

**G. LEGAL ACTIONS (5 Points).** Describe any previous or pending legal suits regarding services provided by your organization within the last five (5) Years.

**H. BID PROTEST/CONTRACT DISPUTES (- 5 Points).** Describe any previous Bid Protest Processes, or Contract disputes that your organization has been involved with in the last five (5) years. Describe your role and outcome.

**I. EXPERT TESTIMONY (5 Points).** Have you ever provided expert testimony in any legal proceeding? If so, give brief description of circumstances and outcome of the proceeding.

**J. COST / RATE SCHEDULE (15 Points).** Provide a complete fee schedule and miscellaneous items that will be invoiced. List the level of management and the relative fee rate per hour. Include a breakdown of all miscellaneous billable items, i.e. copy cost, mailing, phone etc. Please refer to "Special Conditions" concerning price escalation clause and note that no meals will be allowed on travel reimbursement claims. Travel reimbursement will be limited to airfare, rental vehicles and lodging. It is anticipated that reasonable care will be taken to control travel costs. Provide a sample invoice showing the level of detail the District can expect and if available a copy of your firm's travel policy.

Points will be awarded based on the responses in each proposal received. Lack of a response for any item above will receive (0) zero points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the consultant, however, the evaluation committee shall be solely responsible for determining the weight if any such information will be assigned.

**VII. TIME SCHEDULE** The anticipated schedule for this RFP and contract awarded is as follows:

**Friday, October 14, 2011**, RFP Distribution

**Friday, October 21, 2011, at 2:00 p.m. CST**, Deadline for Questions

**Tuesday, October 25, 2011, at 5:00 p.m. CST**, Answers to Questions posted / Final Addendum Issued (if applicable)

**Tuesday, November 1, 2011 at 3:30 p.m. CST**, Proposal Opening, copies of proposals distributed to Evaluation Committee

**TBA**, Evaluation and Proposers Presentations (if required)

**Tuesday, November 29, 2011**, Finalize Agenda Item / Post Award Recommendation

**Tuesday, December 13, 2011**, Board Approval - Contract Award Date

**Sunday, January 1, 2012**, Contract Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

## **VIII. EX PARTE COMMUNICATION**

Ex parte communication, whether verbal or written, by any potential Proposers or representative of any potential Proposers to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Proposers' proposal.

Ex parte communication (whether verbal or written) by any potential Proposers or representative of any potential Proposers to this RFP with District Board members is also prohibited and will result in the disqualification of the Proposers.

Any current contractor meetings with District custodial staff and administration, or instructional personnel shall be limited to disciplinary hearings involving custodial personnel or concerns from school-based administration; it being understood that at no time shall there be any conversation regarding the RFP.

## **IX. EVALUATION AND AWARD**

**A. PROPOSAL EVALUATION PROCESS:** Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.

Proposers are advised to provide their best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

## **B. DISTRICT'S RIGHTS AND RESERVATIONS:**

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

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

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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 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.



**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	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## DRUG FREE WORKPLACE

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 workplace 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 actions 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 employees 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 \_\_\_\_\_