



**The School District  
of  
St. Lucie County**  
 Purchasing Department  
 9461 Brandywine Lane  
 Port St Lucie, FL 34986  
 Voice (772)429-3980

**Request for Proposal  
(RFP)**

**REQUIRED RESPONSE FORM**

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 61 pages

PROPOSALS WILL BE OPENED 3/31/2021 - 3:00 pm and may not be withdrawn within 90 days after such date and time.

PROPOSAL NO. 21-15

MAILING DATE:  
2/19/2021

**Employee Benefits Management Services**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).

*I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of St. Lucie County 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 the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.*

**Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED NAME OF PERSON SIGNING

**Public Domain**

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

**Proposal Certification**

*I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. **REQUEST FOR PROPOSAL***

This RFP, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

**SEALED BIDS:** Sealed bids will be received via the Purchasing Department bid portal until the date and time as indicated above. Proposals will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All proposals shall be submitted via the Bonfire portal (instructions provided in following sections). It is the sole responsibility of the bidder to ensure their proposal is uploaded on or before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

**AWARDS:** In the best interest of the District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**SEALED PROPOSALS:** All proposals are subject to all the conditions specified herein and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
  - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
  - D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
  - E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-

examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
  - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **PROPOSAL ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.  
  
The MSDS must include the following information:
  - A. The chemical name and the common name of the toxic substance.
  - B. The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosively and reactivity.
    - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.
14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland AntiKickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.
28. The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

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## 1. INTRODUCTION

### 1.1. Purpose

The St. Lucie County School Board located in Port St Lucie, Florida has approximately 4,900 full-time employees.

The benefit year is from January 1<sup>st</sup> through December 31<sup>st</sup>. Open enrollment is during the month of October for the following benefit year. Open enrollment is currently administered through the web and/or on-site enrollment counselors. The current program handles all open, new hire and life change enrollments. Evening and Saturday enrollment appointments are required, especially during open enrollment.

The District currently offers the following benefits: Vision, Term Life, Critical Illness, Short and Long Term Disability, Medical Bridge, Legal Insurance, Pet Insurance, Pet Discount Program, Hospital Stay Pay, Accident Plan, Critical Illness, Medical Flexible Spending Accounts, Limited-Use Medical Flexible Spending Accounts, Dependent Care Flexible Spending Accounts, Dental, Health Insurance, Health Savings Accounts, Life Events, Universal Life.

Census information for active, retiree and COBRA participants is provided in Attachment J.

### 1.2. Minimum Qualifications

- A. Agents desiring to respond should have experience with entities the size of SLPS and/or comparable Florida public entity. Respondent shall also have educational institution experience.
- B. Agents must be licensed to do business in the State of Florida and the Florida Department of Insurance where applicable for products marketed.
- C. Agency must be an active, registered business and have been in business for no less than five years from the release date of the RFP.

**IMPORTANT NOTICE TO RESPONDENTS: Any contract for services resulting from this solicitation shall be at no cost to the District. The contracted Administrator may receive a commission or fee with respect to the pre- and post-tax benefits offered within the Flexible Benefits Plan. Neither the existence nor amount of such commissions will be a part of the Contract resulting from this RFP nor shall the existence thereof affect either party's obligations to the other under the terms thereof. The District shall have no obligation to the Administrator with respect to the payment of such commissions. It shall be understood the District does not guarantee any enrollment minimum or participant level.**

## 2. INSTRUCTIONS TO PROPOSERS

### 2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion

Proposer's response to this RFP must be submitted electronically through Bonfire. Any inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the

individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquires prior to the Proposal opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to Bonfire at <https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities>, DemandStar at [www.demandstar.com](http://www.demandstar.com) and on the SLPS Purchasing website.

Kim Albritton, Director of Financial Operations  
St. Lucie Public Schools  
Purchasing Department  
9461 Brandywine Lane  
Port St Lucie, FL 34986  
[kimberly.albritton@stlucieschools.org](mailto:kimberly.albritton@stlucieschools.org)  
Ph: 772-429-3980

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

## 2.2. Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If SLPS determines, in its sole discretion, that it is necessary to change any of these dates and times, SLPS may issue an addendum to the RFP. All listed times are eastern standard times.

| Date/Time               | Action   |
|-------------------------|--|
| February 19, 2021       | RFP release date   |
| March 10, 2021, 3:00 PM | Cut-off for Requests for Clarification and Technical Questions |
| March 31, 2021, 3:00 PM | Proposals Due  |
| January 2022            | Contract Start Date  |

## 2.3. Proposer Inquires

2.3.1. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SLPS clarify the term(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquires. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this RFP, if

any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry. Question **MAY NOT** be sent to any other employees.

2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

#### 2.4. Pre-Proposal Meeting

None

#### 2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format and the format contained with Bonfire Procurement Portal. Bids must be submitted electronically thru Bonfire. The St Lucie Public Schools bid portal is located at the following address: <https://stlucieschools.bonfirehub.com/opportunities>, **no later than the date and time shown in Section 2.2, according to the time stamp located in SLPS's Purchasing Department.** Proposals or amendments to proposals that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and mail proposals shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting electronic proposals.**

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 2.2. We strongly recommend that you give yourself enough time and **at least ONE (1) day before** Closing Time to begin the uploading process and to finalize your submission. The District will not accept late submission due to technological difficulties.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. St. Lucie School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**2.6. Proposal Opening Date**

Proposals will be opened in the Business Services conference room located at 9461 Brandywine Lane, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule". **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting electronic proposals.** Additionally, proposal openings will be available via virtual conference. Please see Purchasing Department website for posted public meeting notice.

**2.7. Evaluation Criteria**

The Proposals received in response to this RFP will be evaluated and ranked, in accordance with the process and evaluation criteria contained below, by the Proposal Evaluation Committee. **Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.** Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments in each of the evaluation criteria will be totaled and then divided by the number of committee members for the average score for each criteria. The average score for each criteria will be added together for a total score, not to exceed the total points listed below. For the Cost Proposal criteria, the proposal with the lowest/best pricing will receive the most points. Cost proposals over the lowest/best pricing will be allocated points based on the percent increase in price as compared to lowest/best pricing submitted.

| ITEM | EVALUATION CRITERIA                           | MAXIMUM ALLOWABLE POINTS |
|------|---|--------------------------|
| 1.   | Agency/Company Profile & References           | 25                       |
| 2.   | Agent/Team Qualifications                     | 20                       |
| 3.   | Market Access/Experience/Service              | 25                       |
| 4.   | COBRA/FSA/Retiree Administrative Capabilities | 20                       |
| 5.   | 1095-C ACA Reporting                          | 10                       |
|      | <b>TOTAL POINTS</b>                           | <b>100</b>               |

**EVALUATION FACTOR 1: AGENCY/COMPANY PROFILE & REFERENCES (25 points)**

Provide information about your company, both corporate and branch, from which services will be performed.

1. What year was your firm established in its current form?
2. Describe any mergers or acquisitions in the last five years?
3. Indicate the corporate office location and the location from which SLPS account will be serviced. Indicate if multiple offices will be involved in servicing SLPS and to what extent. Include the name of key account personnel and their home office location.



4. Describe the full range of insurance and administrative services provided corporate wide and through the servicing branch office if different. Specifically discuss your company’s enrollment reconciliation administrative capabilities.
5. How many employees are employed corporate wide and from the servicing branch office? How many of these employees are professional licensed agents? Provide an organization chart that shows key personnel, sub-contractors (if any) and any other personnel that would service the SLPS account.
6. What is your firm’s premium volume in the State of Florida for the insurance products requested within this RFP?

| <b>Benefit</b>            | <b>Carrier</b> | <b>Number of Participants</b> | <b>Monthly Prem</b> | <b>Percent of premium volume is from government entities</b> |
|---------------------------|----------------|-------------------------------|---------------------|--|
| Accident Plan             |                |                               |                     |  |
| Dependent Care FSA        |                |                               |                     |  |
| Critical Illness Plan     |                |                               |                     |  |
| Dental High               |                |                               |                     |  |
| Dental Low                |                |                               |                     |  |
| Health Insurance          |                |                               |                     |  |
| FSA                       |                |                               |                     |  |
| Health Savings Account    |                |                               |                     |  |
| Legal                     |                |                               |                     |  |
| Life Events               |                |                               |                     |  |
| Limited Medical FSA       |                |                               |                     |  |
| Long Term Care            |                |                               |                     |  |
| Long Term Disability      |                |                               |                     |  |
| Short Term Disability     |                |                               |                     |  |
| Pet Assure                |                |                               |                     |  |
| Post Retirement Insurance |                |                               |                     |  |
| Medical Bridge            |                |                               |                     |  |
| Hospital Stay             |                |                               |                     |  |
| Vision                    |                |                               |                     |  |
| Term Life Insurance       |                |                               |                     |  |
| Universal Life            |                |                               |                     |  |
| Universal Life            |                |                               |                     |  |

7. How many government entities in the State of Florida does your firm service? How many are serviced through the servicing branch office?

8. Provide a brief personal bio on corporate officers, senior partners or ownership of the firm. Label it "EXHIBIT 1" and attach it to the end of this section.
9. Provide a copy of your Florida business licenses or certifications required to do business in the State of Florida. Label it "EXHIBIT 2" and attach it to the end of this section.
10. Provide evidence of insurability by providing a specimen insurance certificate. Label it "EXHIBIT 3" and attach it to the end of this section. Insurance requirements are listed in Attachment E.
11. Provide the above information for any subcontractors or TPA's that you may intend to use to service the SLPS account. Describe the contractual relationship and history between Proposer's firm and any sub-contractor or TPA proposed for use in servicing our account. Label any documentation for sub-contractors or TPA's as "EXHIBIT 4"
12. Describe any related additional services available to SLPS that may not have been specifically requested.
13. Provide reference from clients receiving comparable services as requested (Attachment C) and preferably from government or education. List similar projects, with completion dates showing experience. Attach additional sheets if necessary.
14. What continuing education is provided to the agency's staff?
15. What is the process for resolving customer complaints/issues?
16. What types of technical or professional support is available (at no additional cost) to SLPS?
17. What is your disaster recovery plan? Address how the company will service the account in the event of a disaster.

Exhibits for PART 1:

1. Personal Bio: Corporate Officers/Senior Partnership/Ownership / Organizational Chart
2. Florida Business License / Professional Licensing
3. Specimen Insurance Certificate
4. Documentation for Sub-Contractors / TPA's
5. References from Clients

**EVALUATION FACTOR 2: AGENT/TEAM QUALIFICATIONS (20 points)**

Provide information about key personnel that will be responsible for the School Board account.

1. List the primary agent(s) and key support team members including sub-contractors / TPAs and the roles each will play in supporting SLPS account.
2. Provide a brief resume' for each Agent and support team member, including current title, years' experience in current classification, seniority with the corporation, education, professional qualifications or designations, professional affiliations, and experience within the insurance industry. Label the resumes as EXHIBIT 5 and attach it to the end of this section.
3. Describe the Agent's experience with each of the insurance products discussed within this RFP, specifically in Florida group insurance.

4. Describe the Agent's experience with government entities within Florida and specifically Florida school districts.
5. Describe at least three proactive events in which the Agent's actions, negotiation skills or recommendation lead to a cost savings for their client.
6. Describe your approach to stay ahead of market trends, carrier initiatives and regulatory updates.

Exhibits for PART 2:

1. Resume of Agent and Team

**EVALUATION FACTOR 3: MARKET ACCESS/EXPERIENCE/SERVICE (25 points)**

Provide information about access to carriers and experience with each.

1. Describe what factors you consider to determine when you would recommend a renewal, or when would you solicit competitive proposals?
2. Would you bundle several of the products listed in this RFP with a single carrier to achieve a lower overall cost? If yes, describe your experience in combining products to achieve lowest possible cost.
3. Describe your strategy to negotiate with various carriers.
4. How do you monitor the performance of insurance providers, in order to ensure the provider can meet the obligation to SLPS? What is the notification process to SLPS if a provider has fallen below the acceptable financial rating?
5. Describe how your firm will provide the implementation, data exchange and data management services outlined in the Scope of Services.
6. Describe in detail, your service plan for the District including how you will handle the annual renewal process, communications and open enrollment services.
7. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for further automation of the benefit process.
8. Describe your online enrollment system and process.
  - A. Describe the employer/employee access in the enrollment system.
  - B. Describe online reporting of the enrollment system.
  - C. Describe data retention and security.
9. Describe your Call Center and specifically address the following:
  - A. Describe the documentation your firm maintains on incoming calls.
  - B. Describe the call monitoring system, call tracking and resolution procedures used by your firm.
  - C. Describe the services your Call Center will provide during the Open Enrollment.

**EVALUATION FACTOR 4: COBRA/FSA/RETIREE ADMINISTRATIVE CAPABILITIES (20 points)**

Provide information about your capabilities to provide COBRA / FSA administration.

1. Describe your capabilities to provide COBRA administration. Include as a minimum the following:
  - A. How many years have you provided COBRA administration?
  - B. How many clients are you currently providing COBRA administration?
  - C. How many participants does this cover?
  - D. What percent of the COBRA administration is within the State of Florida?
  - E. How will your agency transition the COBRA participants?
  
2. Describe your capabilities to provide Section 125 Flexible Spending Administration. If you subcontract this out provide the name and information for your sub-contractor. Include as a minimum the following:
  - A. How many years have you provided FSA administration?
  - B. How many clients are you currently providing FSA administration?
  - C. How many employees does this cover?
  - D. What percent of the FSA administration is within the State of Florida?
  - E. Indicate the volume managed in terms of total dollars managed and number of claims processed for the last two years.
  
3. Describe your capabilities for Retiree administration. Include as a minimum the following:
  - A. How many years have you provided Retiree administration?
  - B. How many clients are you currently providing Retiree administration?
  - C. How many retirees does this cover?
  - D. What percent of the Retiree administration is within the State of Florida?
  - E. How will your agency transition the Retiree participants?
  
4. Do you provide debit cards for medical FSA participants? Include the cost, additional card process (if applicable) and card provider information.
  
5. What percentage of claims is auto substantiated? What is your substantiation process?
  
6. Please provide sample claim forms, education materials and account statements.

**EVALUATION FACTOR 5: 1094-C & 1095-C ACA REPORTING (10 points)**

Describe your capabilities to provide 1094-C and 1095-C compliance reporting. If you subcontract this out provide the name and information for your sub-contractor. Include as a minimum the following:

- a. How many years have you provided 1095 ACA reporting services?
- b. How many clients are you currently providing 1095 ACA reporting services?
- c. How many 1095-C forms do you typically process in a year?
- d. How many 1094-C submissions do you process in a year?

The failure of any firm to provide detailed information regarding proposal elements described in Section 2.7 may result in the reduction of points in the evaluation process.

## **2.8. Selection Process**

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

## **2.9. Posting of Recommended Selection**

The recommended selection, if any, will be posted for review by interested parties on the St. Lucie Public Schools Purchasing Department website, Bonfire and with Demandstar at [www.demandstar.com](http://www.demandstar.com)

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the Office of Purchasing:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

## **2.10. Proposal Validity Period**

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

## **2.11. Disposition of Proposals**

All proposals become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SLPS with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SLPS's selection or rejection of a proposal will not affect this exemption

## **2.12. Economy of Presentation**

SLPS is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SLPS, if any.

### **2.13. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SLPS.

## **3. REQUIRED PROPOSAL FORMAT**

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Proposer's response to this RFP must be submitted to SLPS's online procurement portal listed in Section 2.1 above.

**Proposal Sections** (refer to Bonfire for required sections)

### **3.1. Executive Summary Requirements**

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

### **3.2. Incorporated References**

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

## **4. AWARD**

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Based on the proposals received, the Board 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 firm or firms (the Board reserves the right to make multiple awards), or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the Board, at its sole discretion, will be selected. The Board 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 Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal. The Board reserves the right to make multiple awards.

**5. CONTRACT PERIOD**

The initial contract period will be a three (3) year term with the option to renew the contract for three (3) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

**6. PAYMENT TERMS**

The District's payment terms are pursuant to Chapter 218, Florida Statutes, Florida Prompt Payment Act. 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.

**TERMS AND CONDITIONS**

**7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

The successful proposer(s) shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, 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 vendor, 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 vendor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

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 vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this agreement shall be borne by the vendor.

Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

**8. ACCESS AND AUDITS**

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

**9. ENTIRETY OF CONTRACTUAL AGREEMENT**

The School District and the Contractor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this RFP and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

**10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS**

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.
- F. Select and award the contract to the responsive bidder providing the best value to the School District.
- G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the vendor to amend the contract.
- H. Select and award services to more than one vendor if it will serve in the best interest of the School District



## **11. CANCELLATION OF AWARD/TERMINATION**

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
  - I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
  - II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
  - III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
  - IV. The vendor violates any federal, state or local laws.
  - V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a period of three years.

## **12. DEFAULT**

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

## **13. MINOR PROPOSAL EXCEPTIONS**

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

## **14. NON - EXCLUSIVE RIGHTS**

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from

as many firms as it deems necessary without infringing upon or terminating the contract.

**15. LEGAL REQUIREMENTS**

It shall be the responsibility of the contractor 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 Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, race, religion, religious beliefs, sex, sexual orientation, or veteran status with regard to, but not limited to, the following employment practices, rates of pay or other compensation methods, and training selection.

**16. CONFLICT OF INTEREST**

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.

**17. PUBLIC RECORDS LAW**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 9461 BRANDY WINE LANE, Port St Lucie, FL 34986.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School 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 the Chapter 119, Florida Statues 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 contract term and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contact, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 9461 BRANDYWINE LANE, PORT ST LUCIE, FL 34986.

## **18. PERMITS AND LICENSES**

The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

## **19. INTELLECTUAL PROPERTY RIGHTS**

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

## **20. SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the Sub-Proposer(s) and their employees. After award of contract, any changes in subcontractors or sub-proposers shall require prior School District written approval. If Proposer intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

## **21. INDULGENCE**

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this proposal.

## **22. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, F.S., as amended, 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/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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.

The Proposer(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.

**23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SLPS. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and SLPS with the same degree of formality evidenced in the contract resulting from this RFP.

**24. RIGHTS AND PRIVILEGES**

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

**25. CONTRACT VARIANCES AND EXCEPTIONS**

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

**26. DISCLAIMER**

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of the School District of St. Lucie County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

**27. ANNUAL APPROPRIATION**

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

**28. JOINT PROPOSAL**

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be

identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

### **29. STATE LICENSING REQUIREMENTS**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly, partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

### **30. PROCUREMENT RULES**

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SLPS's rejection of the proposal.

### **31. FORCE MAJEURE**

Under the resulting contract, if any, neither Purchaser nor vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be

extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

**32. AMENDMENT OF CONTRACT**

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and the School Board.

**33. GOVERNING LAW AND JURISDICTION**

Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

**34. SEVERABILITY**

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

**35. NON-WAIVER OF RIGHTS**

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

**36. ETHICAL BUSINESS PRACTICES**

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

**37. SECTION 287.084(1)(A), FLORIDA STATUTES**

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose

principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

### **38. PIGGY-BACK, COOPERATIVE PRICING**

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this RFP, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this RFP, your firm acknowledges that it is in full agreement.

### **39. WARRANTY OF SERVICES**

Contractor warrants and represents to District that each item of goods provided pursuant to this purchase order shall: (a) strictly conform to the requirements of this purchase order, (b) be free from defects in workmanship, materials and design, (c) be merchantable, (d) be fit for its intended use, and (e) be new. Unless otherwise stated in the purchase order, no surplus, rebuilt, reconditioned, or used goods shall be provided. Contractor warrants that any services shall: (a) be performed in a good and competent manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable services), (b) meet the terms of this purchase order, and (c) be free from defects. This warranty for quality of services shall be effective for two (2) years after acceptance of all work unless specified otherwise in a bid/proposal award.

### **40. SECTION 448.095, FLA. STATUTE-E-VERIFY**

A. Section 448.095, F.S., requires the Contractor to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors.

(i) The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

(iii) The Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. The Contractor must provide evidence of compliance with Section 448.095, F.S., by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.

D. Failure to comply with this provision by the Contractor or a subcontractor is a material breach of the Agreement and the School Board shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Contractor may not be awarded a contract with the School Board for at least one year after the date this Agreement is terminated.

#### **41. ADDITIONAL TERMS AND CONDITIONS**

##### **41.1. Negotiations**

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offerors' proposal as deemed to be in the best interests of the School District.

##### **41.2. Objections and Concerns Regarding Provisions in The Terms and Conditions**

**The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process.** The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

##### **41.3. Family Educational Rights and Privacy Act (FERPA)**

Any proposer and/or awarded recipient must acknowledge and agree to comply with Family Educational Rights and Privacy Act (FERPA) and all State and Federal laws relating to the confidentiality of student records.

##### **41.4. Additional Services**

Additional services shall include services that are not requested in this Request for Proposal but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.



## **SCOPE OF SERVICES**

### **BACKGROUND INFORMATION**

The District is seeking a qualified firm to serve as its employee benefits Section 125 and voluntary Benefits Administrator, Broker and Consultant. The Administrator, in its role, will provide services to the District to ensure comprehensive and cost-effective benefits are provided to SLPS employees and retirees.

SLPS currently employs approximately 4,900 full time, benefit eligible employees. The District benefit plans currently utilize a plan year which runs from 1/1 -12/31. This RFP is issued to select an Administrator that will provide all services necessary to communicate, enroll and administer the plans beginning with the 1/1/2022 through 12/31/2022 Plan Year. Upon contract award, the Administrator will begin implementation immediately for 2022 plan year. Currently, one Administrator provides all the services which are the subject of this solicitation.

The annual Open Enrollment process for eligible employees takes place during the month of October. The Open Enrollment is web-based and includes all core benefits and voluntary benefits offered through the flexible benefits plan. Web enrollments are also required by this contract for new hire, Fall new hire, and life event enrollments. In conjunction with the Open Enrollment, on-site Enrollment Counselors meet personally with those employees that register to meet with a Counselor utilizing a web-based appointment scheduler. Evening and Saturday appointments shall also be available. On-site Enrollment Counselors are also provided for one week in August for the Fall New Hire Event.

Weekly eligibility data exchanges are managed by the Administrator and provided to each applicable insurance carrier as well as the District's payroll system.

The Administrator provides brokerage and consulting services for the following benefits: Vision, Term Life, Critical Illness, Short- and Long-Term Disability, Medical Bridge, Legal, Pet Insurance, Pet Discount Program, Life Events, Hospital Stay Pay, Critical Health Events, Long-Term Care, Universal Life, Accident & FSA, Medical FSA, Limited Use FSA and Dependent Care FSA . The Administrator evaluates and monitors the capabilities of each included provider and negotiates renewal rates. Upon the request of the District, the Administrator issues competitive solicitations for benefit renewals at appropriate intervals and makes recommendations to the District based upon its evaluation of the responses.

The Flexible Spending Accounts (FSA) have a \$2,700 annual maximum contribution amount for the medical FSA and limited-use health care FSA and a \$5,000 limit for the dependent care FSA. The FSA program includes a grace-period through March 15<sup>th</sup> of the following year. Current FSA participation is approximately 60 in the medical FSA, 6 in the limited-use healthcare FSA and 10 in dependent care FSA. A debit card is provided to all medical FSA participants.

COBRA continuation is available to those participants that elect to continue their coverage due to a qualifying event. COBRA administration services are outsourced to the Administrator. There are currently 20 COBRA participants.

Census information for active, retiree and COBRA participants is provided in Attachment J.

Additional, specific information concerning the District's available benefits, eligibility and enrollment is provided in Attachment J.

**COMMUNICATION AND ENROLLMENT**

The Administrator must prepare an interactive employee benefits plan booklet and enrollment forms inclusive of all available benefits for active employees. COBRA and Retiree Benefit Guides and enrollment forms must also be printed and mailed to the home address of each COBRA and Retiree participant. The benefits guide must also be provided to the District in electronic format utilizing PDF.

➤ **Active Items:**

- o Active Interactive Guide & Printed Version Active Form Active OE Poster
- o Active Day of Flyer Active Newsletter – 1-Email Blast

| Material          | Distribution         | Quantity | Notes                                     |
|-------------------|----------------------|----------|---|
| Interactive Guide | Electronic & Printed | 125      | 100 are for enroller training             |
| Form              | Printed              | 200      |   |
| OE Poster         | Printed              | 120      | Distributed during advanced set-up        |
| Day of Flyer      | Printed              | 5100     | Enrollment counselor provides to location |
| Newsletter        | Printed              | 5100     | Distributed during advanced set-up        |
| Email Blast       |                      | 1        |   |

➤ **New Hire Fall Enrollment Items:**

- o New Hire Newsletter – 2 pages
- o New Hire Enrollment Form – 8.5x11

| Material   | Distribution | Quantity | Notes |
|------------|--------------|----------|-------|
| Newsletter | Printed      | 300      |       |
| Form       | Printed      | 100      |       |

➤ **Retiree Items:**

- o Retiree/COBRA Guide Retiree Form
- o 9 x 12 Envelope Retiree Under 65 & Over 65 w/Medical Letter Retiree Over 65 Letter w/No Medical
- o ACH Form
- o Retiree Benefit Statements

| Material            | Distribution | Quantity | Notes       |
|---------------------|--------------|----------|-------------|
| Guide               | Printed      | 1304     | 150 to SLPS |
| Form                | Printed      | 909      | 25 to SLPS  |
| Under 65 Letter     | Printed      | 725      |             |
| 9x12 Envelope       | Printed      |          |             |
| Over 65 Letter      | Printed      | 134      |             |
| #10 return envelope | Printed      | 860      |             |
| FRS Form            | Printed      | 860      |             |

|                    |         |                |  |
|--------------------|---------|----------------|--|
| ACH form           | Printed | 860            |  |
| Benefit Statements | Printed | 860 (combined) |  |

➤ **COBRA Items**

- o COBRA Letter (added to existing mailing)
- o COBRA Form
- o COBRA Benefits Statements
- o COBRA 9x12 Envelope

| Material            | Distribution | Quantity | Notes      |
|---------------------|--------------|----------|------------|
| Letter              | Printed      | 295      |            |
| Form                | Printed      | 295      | 25 to SLPS |
| Benefits Statements | Printed      | 295      |            |
| 9x12 Envelope       | Printed      | 295      |            |

➤ **Additional Mailings:**

- o CHIP/Creditable Coverage Notice
- o CHIP Letter #10 Envelope with SLPS Logo
- o Wellness EEOC Notice Letter

| Material                            | Distribution            | Quantity | Notes        |
|-------------------------------------|-------------------------|----------|--------------|
| CHIP/Creditable Coverage            | Mailed by Administrator | 5020     | SLPS expense |
| CHIP Letter/#10 envelope            |                         | 5020     | SLPS expense |
| Wellness EEOC Notice Letter         | Mailed by Administrator | 1065     | SLPS expense |
| Wellness EEOC Notice / #10 envelope | Mailed by Administrator | 1065     | SLPS expense |
| Hospital Stay Pay Flyer             | Electronic              |          |              |

During on-site open enrollment, Administrator shall provide the below:

- Enough enrollment counselors to meet with all eligible employees.
- The enrollment counselors shall not be employees or affiliated with any of the insurance providers. The enrollment counselors may not use high pressure sales tactics or steer employees to any benefits.

Service Center

- Administrator shall supply a call center available year-round to aid employees, retirees, and COBRA participants with general benefits, billing, and deduction inquiries. In addition, Administrators service center will provide guidance to help with the completion of on-line or paper enrollments.
- Administrator Service Center representatives are trained annually on SLPS benefits and business requirements for which records and/or monies flow through Administrator to ensure accuracy and customer satisfaction.

- Administrator's Service Center shall be available 7 AM – 7 PM (EST), Monday through Friday.
- Administrator will provide employees with toll-free bilingual (English/Spanish) Interactive Voice Response access 24/7 and supports the National 711 Relay Services for the hearing impaired.

### **ONLINE ENROLLMENT**

The Administrator must provide a secure online benefits enrollment system. The system shall include the following:

- Paperless Option
- On-going Enrollment
- Employee Resource Center
- Benefits Guide
- 24/7 Secure web access
- Data interface ability

The Administrator must also provide consulting and a dedicated technical support team for online benefit enrollment.

### **BROKERAGE SERVICES**

The Administrator is responsible to monitor and assess insurance provider company abilities, products, experience, and financial capabilities. Should the provider's ability to fulfill the contract and/or obligations change or if the provider will incur a negative financial rating, the Administrator must notify SLPS immediately, in writing.

The Administrator will act as the Broker for SLPS and secure quotes through direct negotiation with providers. The Administrator will also review master agreements and/or contracts with the providers and maintain copies.

The following will be (and are currently) offered to participants:

- Vision
- Term Life
- Critical Illness Life Events
- Short- and Long-Term Disability
- Universal Life
- Accident
- Flexible Spending Accounts (Health, Limited-Use Healthcare and Dependent Care)
- Legal Insurance
- Pet Discount Program
- Pet Insurance
- Medical Bridge Plans
- Hospital Stay Pay
- Universal Life Events

SLPS has the final review and approval for all products offered to participants. SLPS reserves the right to increase or decrease the number or types of products offered.

## **ACCOUNT MAINTENANCE/ CONTINUING SUPPORT**

Administrator shall comply with and provide updated plan documents as required by regulatory agencies and/or plan changes. The administrator is responsible for ensuring compliance with all regulations for all plans and provide quarterly written updates on the status of pending or passed regulations. The administrator will provide SLPS with standard plan documents. The Administrator will also perform any compliance checks or tests, such as Non-Discrimination Testing.

### **Account Manager Qualifications:**

- A.** The Account Manager must have ten (10) years' experience in servicing similar accounts (to SLPS).
- B.** The Account Manager shall be the day-to-day contact for the management of the plan.
- C.** The Account Manager will assist with customer and client issue resolution.

Administrator shall provide toll free access to administrative contacts from 8 AM to 5 PM (EST), Monday through Friday (excluding holidays). Before the end of the first quarter, Administrator shall provide an on-site review of the results for the most recent plan year and recommend potential changes.

### **Data Formats**

The Administrator must establish and test all data exchange processes with the District. The District must sign off on all processes prior to the start of open enrollment or initial payroll deduction date, whichever is first.

The Administrator will be required to upload all active, retiree and COBRA participant data into Administrator's systems. The data must be tested and approved by SLPS prior to open enrollment.

Data formats shall be in an agreed upon format and frequency with SLPS. The secure data exchange shall include accurate eligibility and payroll information (ingoing and outgoing). Data exchanges with Insurance companies must also be in an agreed upon format with SLPS.

Data must be backed-up on a daily basis and stored in a safe, climate-controlled environment. Administrator shall have a disaster recovery plan (including off-site locations) in the event a disaster impacts the data system and call center.

All employee and customer data must comply with HIPAA mandates.

### **Deduction Management Services**

**Administrator will perform a monthly reconciliation of the medical billing file, sent from the medical carrier and the employer paid contribution to the medical which include the 2 payroll deductions each month from the employees' paychecks.**

Administrator shall reconcile all contribution and premium data monthly. Discrepancies will be the responsibility of the Administrator to research and resolve. Only when a discrepancy cannot be resolved, SLPS may be contacted for assistance.

Administrator will maintain remittance processing for monies and/or records received by administrator and provide remittance detail and totals to providers in Administrator's preferred

format.

Administrator will receive funds by ACH per payroll for flex pre-tax and post-tax premiums from SLPS.

- 1 is for the payroll (café benefits) and 2 checks for the Trustmark and 2 for Transamerica.

Administrator receives monies from SLPS on a per payroll basis only for Trustmark and TransAmerica. All other monies are received monthly.

### **Leave Processing**

Administrator will receive an email from SLPS that lists employees on Leave of Absence and premiums paid to SLPS.

Administrator will receive notifications from SLPS of an employee who is going on FMLA.

Administrator will process leave payments received from SLPS monthly to providers.

Administrator will receive qualifying event notifications from SLPS for employees that are on leave without pay, Workers' Compensation, listing termination date and the COBRA/retiree eligibility date.

### **Accounting Requirements**

Administrator will maintain a depository account using SLPS's tax identification number in Administrator's designated bank.

Administrator will accept deposit of payroll deductions on a per month basis via wire or ACH.

Administrator will require a maintenance deposit to facilitate claims processing when applicable.

Administrator will act as common remitter for provider premiums or payments via check except for the medical and dental.

Administrator will send any premiums received for medical and dental benefits to the school board to remit to the providers. All other providers are paid by ADMINISTRATOR for SLPS.

Administrator will conduct quarterly reconciliation of internal accounting control files.

Administrator will conduct internal audits within the individual departments to validate controls, processes, systems, and accuracy.

Administrator will provide monthly bank account reconciliation. There are no outstanding checks as SLPS is part of the UDA.

Administrator will provide an annual stale dated check report to SLPS.

Administrator will cancel all checks that are outstanding for twelve months and credit the funds back to the SLPS plan account.

Administrator Accounting-Disbursements sends an Account Activity Report and the Bank Reconciliation report to SLPS.

Administrator receives monies from St Lucie on a per payroll basis only for Trustmark and for Transamerica. All other monies are received monthly.

### **Flexible Spending Accounts**

The administrator is responsible for creating, maintaining, and publishing all FSA forms, booklets, and brochures. Participants shall have 24/7 access through a website supported by the Administrator. The following reimbursement methods for FSA claims shall be used:

- Debit cards, issued daily (medical FSA only)
- Checks and/or direct deposits shall be issued promptly.

Administrator shall accept claim reimbursement requests via card transmission at the point of service (medical only), online, fax or U.S. mail. Debit card transactions shall have a minimum of 85% auto-substantiation at the point-of-service to minimize the submission of substantiating documents by card participants.

FSA account statements shall be available online and year-round phone support is required. Following the closure of plan year, forfeiture reports shall be provided.

### **COBRA and Retirement Benefits**

**It shall be understood and agreed that the following services shall be provided in accordance with applicable federal regulations and Florida Statute 112. In the event of legislative changes affecting the provision of these services, the Administrator agrees the balance of the contract will remain in effect and legislative changes will be implemented.**

The Administrator shall provide comprehensive COBRA services for the Medical, Dental, Vision, and FSA benefits. Required COBRA services include:

1. Send Qualifying Event notices and election forms to COBRA-eligible employees within 14 days of receipt of notice of a Qualifying Event
2. Maintain proof of mailing notices and election forms
3. Process election forms
4. Send monthly billing statements upon receipt of election to continue benefits
5. Provide initial notification to carriers of new elections to continue coverage
6. Provide ongoing eligibility information to carriers
7. Monitor the timely receipt of elections and contributions
8. Collect, reconcile, and post premiums to participant accounts
9. Provide participants with notices of termination
10. Provide participants with End of Eligibility Notices
11. Appeals processing (level 1)
12. Provide participants with HIPAA certificates of creditable coverage, if applicable
13. Provide participants with conversion notices (if applicable)
14. Provide participants with coverage change notification
15. Provide participants with grace period notices
16. Provide participants with Open Enrollment notices, materials, and forms
17. Send carrier eligibility reports via EDI

The Administrator shall provide comprehensive Retiree services for the Medical, Dental, Vision, Medical Bridge, and Term Life, and services will include:

1. Send a Continuation of Benefits notice and election forms to eligible retirees within 14 days of receipt of notice of retirement
2. Maintain proof of mailing notices and election forms
3. Process election forms
4. Send monthly billing statements upon receipt of election to continue benefits
5. Provide retirees the option to pay premiums through FRS deduction or direct basis
6. Provide initial notification to carriers of new elections to continue coverage
7. Provide ongoing eligibility information to carriers
8. Monitor the timely receipt of elections and contributions
9. Collect, reconcile, and post premiums to participant accounts
10. Provide participants with notices of termination
11. Appeals processing (level 1)
12. Provide participants with HIPAA certificates of creditable coverage, if applicable.
13. Provide participants with conversion notices (if applicable).
14. Provide participants with coverage change notification
15. Provide participants with grace period notices
16. Provide participants with Open Enrollment notices, materials, and forms (Note: see Communications and Enrollment for additional information)
17. Process applicable premiums from Retirees to deduct applicable premiums from their Florida Retirement System (FRS) benefit checks. Exchange data (incoming and outgoing) with FRS to assure deductions are accurate and timely.
18. Sponsor and host Retiree group meetings, at times acceptable to the District, to educate and inform Retirees regarding benefit changes/options and to answer questions they may have. The District will provide the facility for these events.

If any services, functions, or responsibilities not specifically described in this RFP are necessary for the proper performance and provision of the agreement, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses to be incurred by the Contractor in relation to the services (an example includes expenses incurred by the Contractor if any state or federal agency requires any external review – such as quality control – of the Contractor's Services conducted for the District).



**ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - 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, 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANYNAME\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_DATE\_\_\_\_\_

**ATTACHMENT B - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT**

**Fingerprinting - Contractors / Vendors**

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$72.00 and must be paid prior to being printed. **ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.** To schedule a fingerprinting appointment:

1. Visit [www.fieldprintflorida.com](http://www.fieldprintflorida.com)
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. On the "Reason for Fingerprinting" page, please click on the text "I know my Fieldprint Code". In the box provided, enter FPStLucieVendorBPrints **\*\*NOTE: Please do not select from the pull down menu.\*\***
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or [customerservice@fieldprint.com](mailto:customerservice@fieldprint.com).

In addition, please provide written verification to St Lucie Public Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie Public Schools Attn: Lynn Louderback, Fingerprint Specialist, Human Resources at 9461 Brandy Wine Lane, Port St Lucie, FL 34986

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.

By signing the below, vendor agrees to comply with the above screening requirements if selected for award.

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

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

**ATTACHMENT C - REFERENCES**

Please submit a list of at least three (3) references, preferably School Districts in which you are currently providing similar services or have provided similar services within the past (3) three years.

**CURRENT CUSTOMER REFERNCES**

1. Client Name \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Client Contact Person \_\_\_\_\_

2. Client Name \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Client Contact Person \_\_\_\_\_

3. Client Name \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Client Contact Person \_\_\_\_\_

**ATTACHMENT D- GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS**

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

---

Vendor Name:

---

Address

---

Phone

---

E-PO Designated Email Address:

---

Contact Person

## ATTACHMENT E - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance against claims arising out of their professional services and including, but not limited to loss, damage, theft, or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Florida, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.  
*(Not required if Contractor provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.
5. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Entity in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Entity may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
  - b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Entity that will be in the care, custody, or control of Vendor.
  - c. The Insurance obligations under this agreement shall be the greater of 1-all the Insurance coverage and limits carried by or available to the Vendor; or 2-the minimum Insurance requirements shown in this

agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Entity. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

**Verification of Coverage**

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Director of Risk Management of the School Board of St. Lucie County, Florida at (772) 429-5520.

**HOLD HARMLESS AGREEMENT**

The Professional Service Provider shall, in addition to any other obligation to indemnify the St. Lucie County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and 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 Professional Service Provider, any subcontractor of the Professional Service Provider, anyone directly or indirectly employed by any of them, or 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 the Professional Service Provider, any subcontractor of the Professional Service Provider, or anyone directly or indirectly employed by any of them in the performance of the work; or
- C. liens, claims or actions made by the Professional Service Provider, any subcontractor of the Professional Service Provider, or any other party performing the work.

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 Professional Service Provider or any subcontractor of the Professional Service Provider under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School Board to enforce this hold harmless agreement shall be borne by the Professional Service Provider.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School Board's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

\_\_\_\_\_  
Professional Service Provider/Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION**

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

**CONTACT INFORMATION**

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

| Name (Print or Type) | P/A | Title | Phone Number(s) |
|----------------------|-----|-------|-----------------|
|                      |     |       |                 |
|                      |     |       |                 |
|                      |     |       |                 |

**ATTACHMENT G -STATEMENT OF “NO” RESPONSE**

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 9461 Brandy Wine Lane, Port St Lucie, FL 34986.** (Please print or type).

BID/RFP # \_\_\_\_\_ TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

We, the undersigned, have declined to respond because of the following reasons:

|          |   |
|----------|---|
| <b>√</b> | <b>Reasons for “NO” Response:</b>                                   |
|          | Unable to comply with product or service specifications.            |
|          | Unable to comply with scope of work.                                |
|          | Unable to quote on all items in the group.                          |
|          | Unable to hold prices firm through the term of the contract period. |
|          | Our schedule would not permit us to perform.                        |
|          | Unable to meet delivery requirements.                               |
|          | Unable to meet bond requirements.                                   |
|          | Unable to meet insurance requirements.                              |
|          | Other (Specify below)   |

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

### ATTACHMENT H – DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT** means the St. Lucie County School District, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.
12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

**ATTACHMENT I - REFERENCE QUESTIONNAIRE  
ST. LUCIE PUBLIC SCHOOLS  
RFP 21-15  
EMPLOYEE BENEFITS MANAGEMENT**

FOR: \_\_\_\_\_  
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **3/31/2021**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the request for proposal number and title listed at the top of this page.

**Company Providing Reference** \_\_\_\_\_  
**Contact Name and Title/Position** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact Email Address** \_\_\_\_\_

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company’s knowledge and expertise?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company’s flexibility relative to changes in the scope and timelines?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?

\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?

\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

**ATTACHMENT J – CENSUS INFORMATION**

| <b>Benefit/Tier</b>                        | <b>Carrier</b>              | <b>Number of Plans</b> | <b>Monthly Prem</b>   |
|--|-----------------------------|------------------------|---|
| <b>Accident Plan</b>                       | <b>Trustmark</b>            | <b>2048</b>            | <b>\$45,559.42</b>  |
| Employee + Children                        |                             | 177                    | \$8,499.54  |
| Employee + Family                          |                             | 356                    | \$2,886.88  |
| Employee + Spouse                          |                             | 351                    | \$11,380.48   |
| Employee Only                              |                             | 1,164                  | \$22,792.52   |
| <b>Total</b>                               |                             | <b>2,048</b>           | <b>\$45,559.42</b>  |
| <b>Critical Illness Plan</b>               | <b>Trustmark</b>            | <b>519</b>             | <b>\$16,744.02</b>  |
| Employee Only                              |                             | 519                    | \$16,744.02   |
| <b>Total</b>                               |                             | <b>519</b>             | <b>\$16,744.02</b>  |
| <b>Dental High</b>                         | <b>Florida Combine Life</b> | <b>1830</b>            | <b>\$123,042.96</b>   |
| Employee + 1                               |                             | 353                    | \$30,936.92   |
| Employee + Family                          |                             | 271                    | \$41,864.08   |
| Employee Only                              |                             | 1206                   | \$50,241.96   |
| <b>Total</b>                               |                             | <b>1830</b>            | <b>\$123,042.96</b>   |
| <b>Dental Low</b>                          | <b>Florida Combine Life</b> | <b>1628</b>            | <b>\$89,932.36</b>  |
| Employee + 1                               |                             | 250                    | \$17,950.00   |
| Employee + Family                          |                             | 278                    | \$34,377.48   |
| Employee Only                              |                             | 1098                   | \$37,529.64   |
| Dental Low (OAD) -<br>Dependent Only       |                             | 2                      | \$75.24   |
| <b>Total</b>                               |                             | <b>1628</b>            | <b>\$89,932.36</b>  |
| <b>FSA</b>                                 | <b>PayFlex</b>              | <b>70</b>              | <b>\$9,295.52</b>   |
| Dependent Care FSA                         |                             | 10                     | \$2,179.90  |
| Medical FSA                                |                             | 60                     | \$7,115.62  |
| <b>Total</b>                               |                             | <b>70</b>              | <b>\$9,295.52</b>   |
| <b>Health Savings Account</b>              | <b>Health Equity</b>        | <b>4419</b>            | <b>\$1,859,322.88</b>                                       |
| Health Savings Account (Pre-<br>Tax)       |                             | 1362                   | \$98,490.88   |
| Health Savings Account ER<br>Contributions |                             | 3057                   | \$1,760,832.00 (January Only)<br>\$5,000 (all other months) |
| <b>Total</b>                               |                             | <b>4419</b>            | <b>\$1,859,322.88</b>                                       |
| <b>Legal</b>                               | <b>ARAG</b>                 | <b>95</b>              | <b>\$1,755.00</b>   |
| Legal Advisor                              |                             | 95                     | \$1,755.00  |
| <b>Total</b>                               |                             | <b>95</b>              | <b>\$1,755.00</b>   |
| <b>Life Events</b>                         | <b>Trustmark</b>            | <b>916</b>             | <b>\$45,039.58</b>  |
| Life Events                                |                             | 916                    | \$45,039.58   |
| <b>Total</b>                               |                             | <b>916</b>             | <b>\$45,039.58</b>  |
| <b>Limited Medical FSA</b>                 | <b>PayFlex</b>              | <b>6</b>               | <b>\$188.32</b>   |
| Limited Medical FSA                        |                             | 6                      | \$188.32  |
| <b>Total</b>                               |                             | <b>6</b>               | <b>\$188.32</b>   |
| <b>Long Term Care</b>                      | <b>Transamerica</b>         | <b>48</b>              | <b>\$4,428.48</b>   |

|   |                       |            |                    |
|---|-----------------------|------------|--------------------|
| LTC (Transcare)                                   |                       | 48         | \$4,428.48         |
| <b>Total</b>                                      |                       | <b>48</b>  | <b>\$4,428.48</b>  |
| <b>Long Term Disability</b>                       | <b>Unum</b>           | <b>876</b> | <b>\$17,135.28</b> |
| Plan 1  |                       | 296        | \$3,842.08         |
| Plan 2  |                       | 231        | \$3,853.08         |
| Plan 3  |                       | 215        | \$5,422.30         |
| Plan 4  |                       | 95         | \$2,755.00         |
| Plan 5  |                       | 39         | \$1,262.82         |
| <b>Total</b>                                      |                       | <b>876</b> | <b>\$17,135.28</b> |
| <b>Short Term Disability</b>                      | <b>Unum</b>           | <b>741</b> | <b>\$20,494.66</b> |
| Plan A  |                       | 34         | \$777.40           |
| Plan B  |                       | 546        | \$14,621.88        |
| Plan C  |                       | 95         | \$2,832.90         |
| Plan D  |                       | 66         | \$2,262.48         |
| <b>Total</b>                                      |                       | <b>741</b> | <b>\$20,494.66</b> |
| <b>Pet Assure</b>                                 | <b>Pet Assure</b>     | <b>104</b> | <b>\$1,563.92</b>  |
| Single  |                       | 6          | \$43.20            |
| Single/Plus                                       |                       | 18         | \$202.32           |
| Single/Pet Plus Unlimited                         |                       | 3          | \$44.52            |
| Unlimited   |                       | 9          | \$89.10            |
| Unlimited/Pet Plus Single                         |                       | 5          | \$69.70            |
| Unlimited /Pet Plus unlimited                     |                       | 33         | \$578.82           |
| Multiple Pets                                     |                       | 12         | \$91.68            |
| Single Plus                                       |                       | 15         | \$60.60            |
| Pets Best Insurance                               |                       | 3          | \$383.98           |
| <b>Total</b>                                      |                       | <b>104</b> | <b>\$1,563.92</b>  |
| <b>Post Retirement Insurance</b>                  | <b>Provident Life</b> | <b>16</b>  | <b>\$305.18</b>    |
| Post Retirement Insurance                         |                       | 16         | \$305.18           |
| <b>Total</b>                                      |                       | <b>16</b>  | <b>\$305.18</b>    |
| <b>Medical Bridge</b>                             | <b>Colonial</b>       | <b>398</b> | <b>\$5,468.32</b>  |
| Medical Bridge/\$1,000 - EE + Children - 17 to 49 | COLONIAL              | 4          | \$64.24            |
| Medical Bridge/\$1,000 - EE + Children - 50 to 59 | COLONIAL              | 2          | \$37.68            |
| Medical Bridge/\$1,000 - EE + Family - 17 to 49   | COLONIAL              | 11         | \$266.20           |
| Medical Bridge/\$1,000 - EE + Family - 50 to 59   | COLONIAL              | 2          | \$63.20            |
| Medical Bridge/\$1,000 - EE + Spouse - 17 to 49   | COLONIAL              | 4          | \$72.88            |
| Medical Bridge/\$1,000 - EE + Spouse - 50 to 59   | COLONIAL              | 5          | \$128.20           |
| Medical Bridge/\$1,000 - EE + Spouse - 60 to 64   | COLONIAL              | 2          | \$74.20            |

|  |                  |            |                   |
|--|------------------|------------|-------------------|
| Medical Bridge/\$1,000 - Employee Only - 17 - 49   | COLONIAL         | 126        | \$1 ,275 .12      |
| Medical Bridge/\$1,000 - Employee Only - 50 to 59  | COLONIAL         | 54         | \$695.52          |
| Medical Bridge/\$1 ,000 - Employee Only - 60 to 64 | COLONIAL         | 18         | \$321.12          |
| Medical Bridge/\$1,000 - Employee Only - 65+       | COLONIAL         | 2          | \$49.84           |
| Medical Bridge/\$2,000 - EE + Children - 17 to 49  | COLONIAL         | 7          | \$207.62          |
| Medical Bridge/\$2,000 - EE + Family - 17 to 49    | COLONIAL         | 4          | \$181 .20         |
| Medical Bridge/\$2,000 - EE + Family - 50 to 59    | COLONIAL         | 4          | \$240.56          |
| Medical Bridge/\$2,000 - EE + Spouse - 17 to 49    | COLONIAL         | 5          | \$176.60          |
| Medical Bridge/\$2,000 - EE + Spouse - 50 to 59    | COLONIAL         | 6          | \$300.84          |
| Medical Bridge/\$2,000 - EE + Spouse - 60 to 64    | COLONIAL         | 3          | \$219.12          |
| Medical Bridge/\$2,000 - Employee Only - 17 to 49  | COLONIAL         | 93         | \$1,828.38        |
| Medical Bridge/\$2 ,000 - Employee Only - 50 to 59 | COLONIAL         | 37         | \$932.40          |
| Medical Bridge/\$2 ,000 - Employee Only - 60 to 64 | COLONIAL         | 9          | \$315 .90         |
| <b>Total</b>                                       |                  | <b>398</b> | <b>\$5,468.32</b> |
| <b>Hospital Stay</b>                               | <b>Trustmark</b> | <b>187</b> | <b>\$5,060.26</b> |
| Hospital Stay - Plan 7-\$1,800-EE+Family-18 to 49  |                  | 5          | \$276.20          |
| Hospital Stay - Plan 7-\$1,800-EE+Family-50 to 59  |                  | 4          | \$284.08          |
| Hospital Stay - Plan 7-\$1 ,800-EE+Spouse-18 to 49 |                  | 11         | \$408.10          |
| Hospital Stay - Plan 7-\$1,800-EE+Spouse-50 to 59  |                  | 4          | \$211.60          |
| Hospital Stay - Plan 7-\$1,800-EE+Spouse-60 to 64  |                  | 2          | \$156.28          |
| Hospital Stay - Plan 7-\$700-EE Only-18 to 49      |                  | 17         | \$212.50          |
| Hospital Stay - Plan 7-\$700-EE Only-50 to 59      |                  | 20         | \$311.20          |
| Hospital Stay - Plan 7-\$700-EE Only-60 to 64      |                  | 3          | \$61.14           |
| Hospital Stay - Plan 7-\$700-EE Only-65 to 70      |                  | 1          | \$26.38           |



Request for Proposal Employee Benefits Management  
 School District of St. Lucie County

RFP # 21-15

|   |                     |             |                    |
|---|---------------------|-------------|--------------------|
| Hospital Stay - Plan 7-\$700-EE+Children-18-49  |                     | 108         | \$2,788.00         |
| Hospital Stay - Plan 7-\$700-EE+Children-50-59  |                     | 3           | \$67.80            |
| Hospital Stay - Plan 7-\$700-EE+Children-65-70  |                     | 1           | \$33.42            |
| Hospital Stay - Plan 7-\$700-EE+Family-50 to 59 |                     | 1           | \$31.70            |
| Hospital Stay - Plan 7-\$700-EE+Spouse-18 to 49 |                     | 2           | \$37.00            |
| Hospital Stay - Plan 7-\$700-EE+Spouse-50 to 59 |                     | 3           | \$73.92            |
| Hospital Stay - Plan 7-\$700-EE+Spouse-60 to 64 |                     | 1           | \$34.46            |
| Hospital Stay - Plan 7-\$700-EE+Spouse-65 to 70 |                     | 1           | \$46.48            |
| <b>Total</b>                                    |                     | <b>187</b>  | <b>\$5,060.26</b>  |
| <b>Vision</b>                                   | <b>Davis</b>        | <b>2750</b> | <b>\$25,300.48</b> |
| Employee + Family                               |                     | 822         | \$13,809.60        |
| Employee Only                                   |                     | 1928        | \$11,490.88        |
| <b>Total</b>                                    |                     | <b>2750</b> | <b>\$25,300.48</b> |
| <b>Universal Life</b>                           | <b>Transamerica</b> | <b>825</b>  | <b>\$46,071.00</b> |
| Universal Life                                  |                     | 825         | \$46,071.00        |
| <b>Total</b>                                    |                     | <b>825</b>  | <b>\$46,071.00</b> |
| <b>Universal Life</b>                           | <b>Trustmark</b>    | <b>139</b>  | <b>\$4,602.44</b>  |

| Benefit/Tier   | Carrier         | Number of Plans | Monthly Prem          |
|--|-----------------|-----------------|-----------------------|
| <b>Medical 5181</b>  | <b>FL. Blue</b> |                 |                       |
| Medical - BlueOptions 5181 - EE + 1 (Pre-Tax)              |                 | 32              | \$50,072.96           |
| Medical - BlueOptions 5181 - EE + Family (Pre-Tax)         |                 | 21              | \$41,752.41           |
| Medical - BlueOptions 5181-Dual Spouse-Primary (Pre-Tax)   |                 | 23              | \$22,864.42           |
| Medical - BlueOptions 5181-Dual Spouse-Secondary (Pre-Tax) |                 | 23              | \$22,864.42           |
| <b>Total</b>   |                 | <b>99</b>       | <b>\$137,554.21</b>   |
| <b>Medical 5180</b>  |                 |                 |                       |
| Medical - BlueOptions 5180 - EE Only (Pre-Tax)             |                 | 1433            | \$1,000,835.86        |
| <b>Total</b>   |                 | <b>1433</b>     | <b>\$1,000,835.86</b> |
| <b>Medical 5192</b>  |                 |                 |                       |
| Medical - BlueOptions 5192 - EE Only (Pre-Tax)             |                 | 1496            | \$945,935.76          |
| <b>Total</b>   |                 | <b>1496</b>     | <b>\$945,935.76</b>   |
| <b>Medical 5193</b>  |                 |                 |                       |
| Medical - BlueOptions 5193 - EE + 1 (Pre-Tax)              |                 | 21              | \$29,749.44           |

|   |  |            |                     |
|---|--|------------|---------------------|
| Medical - BlueOptions 5193 - EE + Family (Pre-Tax)          |  | 18         | \$32,400.00         |
| Medical - BlueOptions 5193-Dual Spouse-Primary (Pre-Tax)    |  | 18         | \$16,200.00         |
| Medical - BlueOptions 5193-Dual Spouse-Secondary (Pre-Tax)  |  | 18         | \$16,200.00         |
| <b>Total</b>  |  | <b>75</b>  | <b>\$94,549.44</b>  |
| <b>Medical 5771</b>   |  |            |                     |
| Medical - BlueOptions 5771 - EE + 1 (Pre-Tax)               |  | 23         | \$40,879.28         |
| Medical - BlueOptions 5771 - EE + Family (Pre-Tax)          |  | 18         | \$40,678.38         |
| Medical - BlueOptions 5771 - EE Only (Pre-Tax)              |  | 739        | \$586,263.48        |
| Medical - BlueOptions 5771-Dual Spouse-Primary (Pre-Tax)    |  | 12         | \$13,559.46         |
| Medical - BlueOptions 5771-Dual Spouse-Secondary (Pre-Tax ) |  | 12         | \$13,559.46         |
| <b>Total</b>  |  | <b>804</b> | <b>\$694,940.06</b> |

| <b>Benefit/Tier</b>                          | <b>Carrier</b> | <b>Number of Plans</b> | <b>Volume</b>     | <b>Monthly Prem</b> |
|--|----------------|------------------------|-------------------|---------------------|
| <b>Basic Life</b>                            | <b>UNUM</b>    |                        |                   |                     |
| Basic Life (UNUM)/\$10 ,000 - Employee Only  |                | 125                    | 1,250,000         | \$387 .50           |
| Basic Life (UNUM)/\$15 ,000 - Employee Only  |                | 28                     | 420 ,000          | \$130.48            |
| Basic Life (UNUM)/\$20 ,000 - Employee Only  |                | 59                     | 1,180,000         | \$365 .80           |
| Basic Life (UNUM)/\$25 ,000 - Employee Only  |                | 89                     | 2 ,225 ,000       | \$690 .64           |
| Basic Life (UNUM)/\$30 ,000 - Employee Only  |                | 49                     | 1,470 ,000        | \$455 .70           |
| Basic Life (UNUM)/\$40 ,000 - Employee Only  |                | 18                     | 720,000           | \$223 .20           |
| Basic Life (UNUM)/\$50,000 - Employee Only   |                | 923                    | 6,150,000         | \$14 ,306 .50       |
| <b>Total</b>                                 |                | <b>1291</b>            | <b>12,166,250</b> | <b>\$16,558.82</b>  |
| <b>Dependent Life</b>                        | <b>UNUM</b>    |                        |                   |                     |
| Dependent Children                           |                | 215                    | 2,150,000         | \$249.40            |
| <b>Total</b>                                 |                | <b>215</b>             | <b>2,150,000</b>  | <b>\$249.40</b>     |
| <b>Spouse Life AD&amp;D</b>                  | <b>UNUM</b>    |                        |                   |                     |
| Spouse Life/AD&D (UNUM)/\$10 ,000 - 35 to 39 |                | 1                      | 10,000            | \$1.06              |
| Spouse Life/AD&D (UNUM)/\$10 ,000 - 40 to 44 |                | 1                      | 10,000            | \$1.16              |

|   |  |    |         |           |
|---|--|----|---------|-----------|
| Spouse Life/AD&D (UNUM)/\$10 ,000 - 45 to 49  |  | 1  | 10,000  | \$1.66    |
| Spouse Life/AD&D (UNUM)/\$10,000 - 55 to 59   |  | 1  | 10,000  | \$4.56    |
| Spouse Life/AD&D (UNUM)/\$100 ,000 - 35 to 39 |  | 1  | 100,000 | \$10.50   |
| Spouse Life/AD&D (UNUM)/\$100 ,000 - 45 to 49 |  | 1  | 100,000 | \$16.50   |
| Spouse Life/AD&D (UNUM)/\$100 ,000 - 55 to 59 |  | 1  | 100,000 | \$45.50   |
| Spouse Life/AD&D (UNUM)/\$100 ,000 - 60 to 64 |  | 1  | 100,000 | \$67.50   |
| Spouse Life/AD&D (UNUM)/\$150 ,000 - 35 to 39 |  | 1  | 150,000 | \$15.76   |
| Spouse Life/AD&D (UNUM)/\$150 ,000 - 50 to 54 |  | 1  | 150,000 | \$38.26   |
| Spouse Life/AD&D (UNUM)/\$20 ,000 - 30 to 34  |  | 1  | 20,000  | \$1.90    |
| Spouse Life/AD&D (UNUM)/\$20 ,000 - 60 to 64  |  | 1  | 20,000  | \$13.50   |
| Spouse Life/AD&D (UNUM)/\$200,000 - 45 to 49  |  | 1  | 200,000 | \$33.00   |
| Spouse Life/AD&D (UNUM)/\$25,000 - 25 to 29   |  | 1  | 25,000  | \$1.88    |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 30 to 34  |  | 1  | 25,000  | \$2.38    |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 35 to 39  |  | 2  | 50,000  | \$5.24    |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 40 to 44  |  | 3  | 75,000  | \$8.64    |
| Spouse Life/AD&D (UNUM)/\$25,000 - 45 to 49   |  | 4  | 100,000 | \$16.48   |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 50 to 54  |  | 10 | 250,000 | \$63.80   |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 55 to 59  |  | 7  | 175,000 | \$79.66   |
| Spouse Life/AD&D (UNUM)/\$25 ,000 - 60 to 64  |  | 9  | 225,000 | \$151 .92 |
| Spouse Life/AD&D (UNUM)/\$250 ,000 - 40 to 44 |  | 1  | 250,000 | \$28.76   |
| Spouse Life/AD&D (UNUM)/\$250 ,000 - 45 to 49 |  | 1  | 250,000 | \$41.26   |
| Spouse Life/AD&D (UNUM)/\$26,000 - 65 to 69   |  | 1  | 26 ,000 | \$33.42   |
| Spouse Life/AD&D (UNUM)/\$30,000 - 35 to 39   |  | 1  | 30,000  | \$3.16    |
| Spouse Life/AD&D (UNUM)/\$30 ,000 - 45 to 49  |  | 2  | 60,000  | \$9.92    |
| Spouse Life/AD&D (UNUM)/\$30 ,000 - 50 to 54  |  | 1  | 30,000  | \$7.66    |

|  |             |            |                   |                   |
|--|-------------|------------|-------------------|-------------------|
| Spouse Life/AD&D (UNUM)/\$30 ,000 - 55 to 59       |             | 1          | 30,000            | \$13.66           |
| Spouse Life/AD&D (UNUM)/\$35 ,000 - 55 to 59       |             | 1          | 35,000            | \$15.92           |
| Spouse Life/AD&D (UNUM)/\$40 ,000 - 55 to 59       |             | 1          | 40 ,000           | \$18.20           |
| Spouse Life/AD&D (UNUM)/\$40 ,000 - 60 to 64       |             | 1          | 40 ,000           | \$27 .00          |
| Spouse Life/AD&D (UNUM)/\$48 ,750 - 65 to 69       |             | 1          | 48 ,750           | \$62 .64          |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 25 to 29       |             | 1          | 50,000            | \$3.76            |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 30 to 34       |             | 12         | 600,000           | \$57.12           |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 35 to 39       |             | 16         | 800,000           | \$84.16           |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 40 to 44       |             | 30         | 1,500,000         | \$172 .80         |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 45 to 49       |             | 28         | 1,400,000         | \$231 .28         |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 50 to 54       |             | 28         | 1,400 ,000        | \$357 .28         |
| Spouse Life/AD&D (UNUM)/\$50,000 - 55 to 59        |             | 23         | 1,150,000         | \$523.48          |
| Spouse Life/AD&D (UNUM)/\$50 ,000 - 60 to 64       |             | 13         | 650,000           | \$438 .88         |
| Spouse Life/AD&D (UNUM)/\$75 ,000 - 30 to 34       |             | 1          | 75,000            | \$7.12            |
| <b>Total</b>                                       |             | <b>214</b> | <b>10,369,750</b> | <b>\$2,718.34</b> |
| <b>Voluntary Life/AD&amp;D</b>                     | <b>UNUM</b> |            |                   |                   |
| Vol Life/AD&D (UNUM)/\$125K-35 to 39-Grandfathered |             | 1          | 125,000           | \$13.12           |
| Vol Life/AD&D (UNUM)/\$125K-45 to 49-Grandfathered |             | 2          | 250 ,000          | \$41.24           |
| Vol Life/AD&D (UNUM)/\$125K-55 to 59-Grandfathered |             | 1          | 125,000           | \$56.88           |
| Vol Life/AD&D (UNUM)/\$25K-O to 24-Grandfathered   |             | 1          | 25 ,000           | \$1.62            |
| Vol Life/AD&D (UNUM)/\$25K-30 to 34-Grandfathered  |             | 1          | 25,000            | \$2.38            |
| Vol Life/AD&D (UNUM)/\$25K-35 to 39-Grandfathered  |             | 1          | 25,000            | \$2.62            |
| Vol Life/AD&D (UNUM)/\$25K-45 to 49-Grandfathered  |             | 3          | 75,000            | \$12.36           |
| Vol Life/AD&D (UNUM)/\$25K-50 to 54-Grandfathered  |             | 5          | 125,000           | \$31.90           |
| Vol Life/AD&D (UNUM)/\$25K-55 to 59-Grandfathered  |             | 3          | 75,000            | \$34 .14          |

|  |  |    |             |           |
|--|--|----|-------------|-----------|
| Vol Life/AD&D (UNUM)/\$25K-60 to 64-Grandfathered  |  | 4  | 100,000     | \$67.52   |
| Vol Life/AD&D (UNUM)/\$450K-45 to 49-Grandfathered |  | 1  | 450 ,000    | \$74.26   |
| Vol Life/AD&D (UNUM)/\$500K-25 to 29-Grandfathered |  | 1  | 500,000     | \$37 .50  |
| Vol Life/AD&D (UNUM)/\$65K-65 to 69-Grandfathered  |  | 1  | 65 ,000     | \$83.52   |
| Vol Life/AD&D (UNUM)/\$75K-50 to 54-Grandfathered  |  | 3  | 225,000     | \$57 .36  |
| Vol Life/AD&D (UNUM)/\$75K-55 to 59-Grandfathered  |  | 2  | 150,000     | \$68.24   |
| Vol Life/AD&D (UNUM)/\$75K-60 to 64-Grandfathered  |  | 3  | 225 ,000    | \$151 .86 |
| Voluntary Life/AD&D (UNUM)/\$10,000 - 40 to 44     |  | 1  | 10,000      | \$1.16    |
| Voluntary Life/AD&D (UNUM)/\$10,000 - 60 to 64     |  | 1  | 10,000      | \$6 .76   |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 25 to 29   |  | 2  | 200,000     | \$15.00   |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 30 to 34   |  | 6  | 600,000     | \$57 .00  |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 35 to 39   |  | 5  | 500,000     | \$52.50   |
| Voluntary Life/AD&D (UNUM)/\$100,000 - 40 to 44    |  | 8  | 800,000     | \$92 .00  |
| Voluntary Life/AD&D (UNUM)/\$100,000 - 45 to 49    |  | 12 | 1,200,000   | \$198 .00 |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 50 to 54   |  | 9  | 900 ,000    | \$229 .50 |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 55 to 59   |  | 5  | 500,000     | \$227 .50 |
| Voluntary Life/AD&D (UNUM)/\$100 ,000 - 60 to 64   |  | 2  | 200,000     | \$135 .00 |
| Voluntary Life/AD&D (UNUM)/\$110 ,000 - 55 to 59   |  | 1  | 110,000     | \$50 .06  |
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 15 to 24   |  | 1  | 150,000     | \$9.76    |
| Voluntary Life/AD&D (UNUM)/\$150,000 - 25 to 29    |  | 4  | 600,000     | \$45.04   |
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 30 to 34   |  | 6  | 900,000     | \$85.56   |
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 35 to 39   |  | 14 | 2,100,000   | \$220 .64 |
| Voluntary Life/AD&D (UNUM)/\$150,000 - 40 to 44    |  | 19 | 2,850,000   | \$327 .94 |
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 45 to 49   |  | 18 | 2 ,700 ,000 | \$445 .68 |

|  |  |    |            |           |
|--|--|----|------------|-----------|
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 50 to 54 |  | 9  | 1,350 ,000 | \$344 .34 |
| Voluntary Life/AD&D (UNUM)/\$150 ,000 - 55 to 59 |  | 5  | 750 ,000   | \$341 .30 |
| Voluntary Life/AD&D (UNUM)/\$160 ,000 - 50 to 54 |  | 1  | 160,000    | \$40.80   |
| Voluntary Life/AD&D (UNUM)/\$20 ,000 - 45 to 49  |  | 1  | 20,000     | \$3 .30   |
| Voluntary Life/AD&D (UNUM)/\$20 ,000 - 60 to 64  |  | 1  | 20,000     | \$13 .50  |
| Voluntary Life/AD&D (UNUM)/\$200,000 - 30 to 34  |  | 2  | 400 ,000   | \$38.00   |
| Voluntary Life/AD&D (UNUM)/\$200,000 - 35 to 39  |  | 1  | 200,000    | \$21 .00  |
| Voluntary Life/AD&D (UNUM)/\$200 ,000 - 40 to 44 |  | 2  | 400 ,000   | \$46.00   |
| Voluntary Life/AD&D (UNUM)/\$200,000 - 45 to 49  |  | 3  | 600 ,000   | \$99.00   |
| Voluntary Life/AD&D (UNUM)/\$200 ,000 - 50 to 54 |  | 2  | 400 ,000   | \$102 .00 |
| Voluntary Life/AD&D (UNUM)/\$200,000 - 55 to 59  |  | 1  | 200,000    | \$91 .00  |
| Voluntary Life/AD&D (UNUM)/\$250,000 - 35 to 39  |  | 2  | 500,000    | \$52.52   |
| Voluntary Life/AD&D (UNUM)/\$250,000 - 40 to 44  |  | 6  | 1,500,000  | \$172 .56 |
| Voluntary Life/AD&D (UNUM)/\$250,000 - 45 to 49  |  | 1  | 250,000    | \$41 .26  |
| Voluntary Life/AD&D (UNUM)/\$250,000 - 55 to 59  |  | 3  | 750,000    | \$341 .28 |
| Voluntary Life/AD&D (UNUM)/\$30 ,000 - 50 to 54  |  | 2  | 60 ,000    | \$15.32   |
| Voluntary Life/AD&D (UNUM)/\$40,000 - 40 to 44   |  | 1  | 40 ,000    | \$4 .60   |
| Voluntary Life/AD&D (UNUM)/\$40,000 - 60 to 64   |  | 2  | 80,000     | \$54.00   |
| Voluntary Life/AD&D (UNUM)/\$50,000 - 15 to 24   |  | 1  | 50,000     | \$3.26    |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 25 to 29  |  | 2  | 100,000    | \$7.52    |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 30 to 34  |  | 3  | 150,000    | \$14.28   |
| Voluntary Life/AD& D (UNUM)/\$50 ,000 - 35 to 39 |  | 6  | 300,000    | \$31 .56  |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 40 to 44  |  | 7  | 350,000    | \$40.32   |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 45 to 49  |  | 18 | 900,000    | \$148.68  |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 50 to 54  |  | 15 | 750,000    | \$191.40  |

|   |  |            |                   |                   |
|---|--|------------|-------------------|-------------------|
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 55 to 59 |  | 17         | 850,000           | \$386 .92         |
| Voluntary Life/AD&D (UNUM)/\$50 ,000 - 60 to 64 |  | 7          | 350,000           | \$236 .32         |
| Voluntary Life/AD&D (UNUM)/\$60 ,000 - 45 to 49 |  | 1          | 60,000            | \$9.90            |
| Voluntary Life/AD&D (UNUM)/\$80 ,000 - 40 to 44 |  | 1          | 80,000            | \$9.20            |
| <b>Total</b>                                    |  | <b>270</b> | <b>28,515.000</b> | <b>\$5,836.76</b> |

| <b>Summary</b>                        | <b>Total Retiree Accounts</b> |
|---------------------------------------|-------------------------------|
| <b>Colonial</b>                       | <b>12</b>                     |
| <b>Medical Bridge</b>                 | <b>12</b>                     |
| Medical Bridge 1000                   | 9                             |
| <b>Subscriber Only</b>                | <b>8</b>                      |
| <b>Subscriber Spouse</b>              | <b>1</b>                      |
| Medical Bridge 2000                   | 3                             |
| <b>Subscriber Only</b>                | <b>3</b>                      |
| <b>Davis Vision</b>                   | <b>429</b>                    |
| <b>Vision</b>                         | <b>429</b>                    |
| Davis Vision                          | 429                           |
| <b>Family</b>                         | <b>117</b>                    |
| <b>Subscriber Only</b>                | <b>312</b>                    |
| <b>Florida Blue</b>                   | <b>954</b>                    |
| <b>Dental</b>                         | <b>737</b>                    |
| Fl Combined Life High Opt Dental Plan | 493                           |
| <b>Family</b>                         | <b>11</b>                     |
| <b>Subscriber Child</b>               | <b>4</b>                      |
| <b>Subscriber Only</b>                | <b>333</b>                    |
| <b>Subscriber Spouse</b>              | <b>145</b>                    |
| Fl Combined Life Low Opt Dental Plan  | 244                           |
| <b>Family</b>                         | <b>6</b>                      |
| <b>Subscriber Child</b>               | <b>1</b>                      |
| <b>Subscriber Only</b>                | <b>157</b>                    |
| <b>Subscriber Spouse</b>              | <b>80</b>                     |
| <b>Medical</b>                        | <b>111</b>                    |
| Blue Options 05180 Retiree Only       | 33                            |
| <b>Subscriber Only</b>                | <b>33</b>                     |
| Blue Options 05181 Family Coverage    | 5                             |

|  |            |
|--|------------|
| <b>Family</b>                          | <b>1</b>   |
| <b>Subscriber Spouse</b>               | <b>4</b>   |
| Blue Options 05192 Retiree Only        | 7          |
| <b>Subscriber Only</b>                 | <b>7</b>   |
| Blue Options 05193 Family Coverage     | 1          |
| <b>Subscriber Spouse</b>               | <b>1</b>   |
| Blue Options 05771 Medical Plan        | 65         |
| <b>Family</b>                          | <b>2</b>   |
| <b>Subscriber Only</b>                 | <b>59</b>  |
| <b>Subscriber Spouse</b>               | <b>4</b>   |
| <b>Medical - Waiver</b>                | <b>1</b>   |
| Blue Options 05771 Medical plan Waiver | 1          |
| <b>Subscriber Spouse</b>               | <b>1</b>   |
| <b>Medicare Advantage &amp; Part D</b> | <b>105</b> |
| BlueMedicare PPO Plan 1                | 87         |
| <b>Subscriber Only</b>                 | <b>87</b>  |
| BlueMedicare PPO Plan 2                | 18         |
| <b>Subscriber Only</b>                 | <b>18</b>  |
| <b>UNUM</b>                            | <b>264</b> |
| <b>Term Life</b>                       | <b>264</b> |
| UNUM Term Life                         | 105        |
| <b>Subscriber Only</b>                 | <b>105</b> |
| 5000                                   | 8          |
| 6500                                   | 12         |
| 7500                                   | 4          |
| 9750                                   | 3          |
| 10000                                  | 12         |
| 12500                                  | 4          |
| 13000                                  | 10         |
| 15000                                  | 5          |
| 16250                                  | 5          |
| 19500                                  | 7          |
| 20000                                  | 2          |
| 22500                                  | 1          |
| 22750                                  | 1          |
| 25000                                  | 13         |
| 26000                                  | 2          |
| 30000                                  | 1          |
| 32500                                  | 11         |



|                        |            |
|------------------------|------------|
| 50000                  | 4          |
| UNUM Term Life- GF     | 159        |
| <b>Subscriber Only</b> | <b>159</b> |
| 3000                   | 159        |

| Product              | Carrier    | Compensation Structure  |
|----------------------|------------|---|
| LTC                  | Unum       | 20% Commission  |
| STD                  | Unum       | 20% Commission  |
| Term Life            | Unum       | 20% Commission  |
| Medical Bridge       | Colonial   | 48% First Year Commission<br>6.05% Renewals   |
| Vision               | Davis      | 15% Commission  |
| Accident             | Trustmark  | 65% First Year Commission<br>5% Commission years 2-10                               |
| Critical Illness     | Trustmark  | 80% First Year Commission<br>11% Renewals   |
| Life Events -UL      | Trustmark  | 100% First Year Commission<br>5% Commission years 2-10<br>3% Commissions years 11+  |
| Critical Life Events | Trustmark  | 70% First Year Commission<br>10% Commissions years 2-10<br>3% Commissions years 11+ |
| Universal Life       | Trustmark  | 100% First Year Commission<br>5% Commission years 2-10<br>2% Commission years 11+   |
| LTC                  | Trustmark  | 70% First Year Commission<br>10% Commission years 2-10<br>2% Commission years 11+   |
| Hospital Stay        | Trustmark  | 50% Commission 1 <sup>st</sup> year, subsequent renewal years<br>8%                 |
| Pet Insurance        | Pet Assure | 10% Commission  |

**ATTACHMENT K – PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

To be completed by each Proposer

Name of Proposer: \_\_\_\_\_

Identify state in which Proposer has its principal place of business: \_\_\_\_\_

**If your principal place of business is in the State of Florida, you do not need to proceed any further.**

If outside of Florida, identify the political subdivision (County or Municipality) in which Proposer has its principal place of business: \_\_\_\_\_

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

**LEGAL OPINION REGARDING STATE BIDDING PREFERENCES**

**(To be completed by the Attorney for an Out of State Vendor, please select one)**

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

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

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Signature of out of state proposer’s attorney: \_\_\_\_\_

Printed name of out of state proposer’s attorney: \_\_\_\_\_

Telephone number of out of state proposer’s attorney: \_\_\_\_\_

Email of out of state proposer’s attorney: \_\_\_\_\_

Attorney’s state(s) of bar admission: \_\_\_\_\_

**ATTACHMENT L – SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: \_\_\_\_\_

SIGNATURE and DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT M - EVALUATION RATING SHEET**

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

Committee Member \_\_\_\_\_

| <b>Selection Criteria</b>                     | <b>Possible Points</b> | <b>Earned Points</b> | <b>Remarks</b> |
|---|------------------------|----------------------|----------------|
| Agency/Company Profile & References           | 25                     |                      |                |
| Agent/Team Qualifications                     | 20                     |                      |                |
| Market Access/Experience/Service              | 25                     |                      |                |
| COBRA/FSA/Retiree Administrative Capabilities | 20                     |                      |                |
| 1094-C & 1095-C ACA Reporting                 | 10                     |                      |                |
| <b>TOTAL POINTS</b>                           | <b>100</b>             |                      |                |

Comments: \_\_\_\_\_

\_\_\_\_\_

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

**ATTACHMENT N – RFP CHECKLIST**

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the School District of St Lucie County.

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the Purchasing Manager’s name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the District of any ambiguities, inconsistencies, or errors in the proposal.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for a proposal are posted on Bonfire, [www.demandstar.com](http://www.demandstar.com) website and the District’s website and will include all questions asked and answered concerning the RFP. It is the proposer’s responsibility to be sure all addenda were received.
5. \_\_\_\_\_ **Follow the format required in the RFP when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don’t assume the District or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the District. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.
8. \_\_\_\_\_ **Check the website for RFP addendums.** Before submitting your response, check the Bonfire site, DemandStar website at [www.demandstar.com](http://www.demandstar.com) (or District website) to determine whether any addenda were issued for the RFP. If so, you must circle for each addendum issued on the “Proposer acknowledgement form”.
9. \_\_\_\_\_ **Review and read the RFP document again**, to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document and be sure to submit all required items on time. Late proposal responses are never accepted.