



*School Board of Madison County, FL
(d.b.a. Madison County School District)*

REQUEST FOR PROPOSAL RFP 2024-04

**Employee Medical/Health Benefits, Section 125 and
Voluntary Benefits Administrator, Broker and Consultant**

RFP 2024-04 – Employee Medical/Health Benefits, Section 125 and Voluntary Benefits Administrator, Broker and Consultant

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REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on April 22, 2024 at 2:00 a.m. the School Board of Madison County, Florida (the “School District” or “School Board”) will open sealed proposals for the following:

RFP 2024-04

RFP 2024-04 – Employee Medical/Health Benefits, Section 125 and Voluntary Benefits Administrator, Broker and Consultant

Specifications and proposal documents may be requested from Mrs. Tracie Truesdale at tracie.trucesdale@mcsbfl.us or by phone at 850.973-1537 The public record documents are available on the district website at www.madison.k12.fl.us or by contacting Mrs. Truesdale.

Questions regarding the proposal specifications should be directed by e-mail to Ms. Montrell Hawkins at Montrell.hawkins@mcsbfl.us or by phone at 850.973.1536

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.madison.k12.fl.us under Bids. You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

Proposals must be submitted in hard copy to Mrs. Tracie Truesdale at 210 NE Duval Ave., Madison, FL 32340 Electronic copy or email proposals will not be accepted. All proposals must be received by the date/time listed in the bid timeline within. No waivers shall be allowed for proposals which have not been submitted by the deadline date.

The Madison County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the School Board of Madison County, FL will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the School Board to be in the best interest of Madison County.

**Mrs. Tracie Truesdale
Purchasing Specialist
Ms. Montrell Hawkins
Employee Benefits Specialist
Madison County School District
210 NE. Duval Ave.
Madison, FL 32340**

RFP 2024-04 – Employee Medical/Health Benefits, Section 125 and Voluntary Benefits Administrator, Broker and Consultant

**Madison County School District
Human Resources/Finance Department
PROPOSAL FORM**

**RFP 2024-04– Employee Medical/Health Benefits Section 125 and Voluntary Benefits Administrator,
Broker and Consultant**

BID DUE /BID OPENING DATE/TIME: April 22, 2024 at 2:00 p.m. EST

**PROPOSALS MUST BE SUBMITTED IN HARD COPY TO
Mrs. Tracie Truesdale. ELECTRONIC COPY OR EMAIL
PROPOSALS WILL NOT BE ACCEPTED.**

NAME OF COMPANY

**PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.**

ADDRESS OF COMPANY

**IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
ACCOMPANY THIS PROPOSAL.**

PRINT NAME OF AUTHORIZED SIGNATURE

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 46 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

SCOPE OF WORK

I. BACKGROUND INFORMATION

General – Madison County School District (MCSD) is seeking a qualified firm to serve as the Broker and Consultant for all employee Medical/Health Benefits, Section 125 and voluntary Benefits Administrator. The Administrator, in its role, will provide all services to the District to ensure comprehensive and cost-effective benefits are provided to Madison County School District's (MCSD) employees and retirees.

- A. MCSD currently employs approximately **325** full-time, benefit eligible employees. The District benefit plans currently utilize a plan year which runs **10/1 – 9/30**. This RFP is issued to select an Administrator that will provide all services necessary to communicate, enroll and administer the plans beginning with the Plan Year beginning October 1, 2024 through September 30, 2025. Upon contract award, the Administrator will begin implementation immediately for 2024-2025 plan year. Currently, one Administrator provides all the services which are subject of this solicitation.
- B. The annual Open Enrollment process for eligible employees takes place during the months of August-September. 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 and life event enrollments. In conjunction with the Open Enrollment, onsite Enrollment Counselors meet personally with those employees that register to meet with a Counselor during this Open Enrollment Period.
- C. Weekly eligibility data exchanges are managed by the Administrator and provided to each applicable insurance carrier as well as the District's payroll system.
- D. The Administrator will provide brokerage and consulting services for the following benefits: **Health, Medical, Hospital, Pharmacy, Specialist, Dental, Vision, Life, Accident, Disability, Critical Illness, Cancer, and Flexible Spending Accounts**. The Administrator will evaluate the capabilities of each included provider and negotiate renewal rates. Upon the request of the District, the Administrator will issue competitive solicitations for medical/health benefit renewals at appropriate intervals, and makes recommendations to the District based upon its evaluation of the responses.
- E. The Flexible Spending Accounts (FSA) currently has a \$3,200 annual maximum contribution amount for the medical FSA and a \$5,000 limit for the dependent care FSA. The FSA program currently includes a maximum of \$610 carryover provision of the following year. Current FSA contributions are approximately \$2,850 in the medical FSA and \$570 in the dependent care FSA. Current FSA participation is 30 participating in health care programs and 10 participating in dependent care programs. A debit card is provided to all medical FSA participants.
- F. COBRA continuation will be 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 **no** COBRA participants.
- G. The Administrator will complete & submits the ACA reporting for the District.
- H. Census information for active, retirees and COBRA participants (if requested) can be sent via a secure link.
 - 1. Currently, there are 230 retiree participants.
 - 2. Retirees are eligible for the same health, medical, and other benefits as all employees.

II. CONTRACT PERIOD

- A. The initial contract period will be a **two (2)** year term ('Initial Term') with the option to renew the contract for **two (2)** 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. Rates shall be guaranteed for the Initial Term. As required by Florida law, the School Board reserves the right to terminate the agreement during the Initial Term upon notice to the Administrator at least sixty (60) days prior to the beginning of each Plan Year that an insufficient budget has been allocated to cover the cost of the contract.

IMPORTANT NOTICE TO RESPONDENTS: Contract for Services resulting from this solicitation shall be based on commissions earned from medical and voluntary benefits offered to the District's employees and will be at no cost to the District. If additional services are deemed necessary by the District, the District reserves the right to negotiate additional services on a per employee per month (PEPM) basis.

III. COMMUNICATION AND ENROLLMENT

- A. The Administrator must prepare, print and ship approved annual benefits guide inclusive of all available benefits. The printed guides are shipped directly to the District for all active employees (approximately). COBRA and retiree Benefit Guides and enrollment forms must also be printed and mailed to the home address of each COBRA and retiree participant. Administrator will provide copies of each benefits guide to the District in electronic format utilizing PDF at no additional cost.
- B. The Administrator is responsible for the following printed materials for all medical/health participants (active, COBRA, retiree):
1. Benefits guide (must include all benefits, including medical)
 2. Pre-enrollment information
 - a. Information to utilize website and enrollment
 - b. Onsite enrollment information and dates
 - c. Other information as determined by the District
 3. Annual Children's Health Insurance Program notice, consistent with Department of Labor requirements
 4. Medicare Creditable Coverage Disclosure Notice – mailed to household of all employees, retirees and COBRA medical subscribers (regardless of age).
- C. During on-site open enrollment, Administrator shall provide the below:
1. A sufficient number of enrollment counselors to meet with eligible employees that choose to meet.
 2. The enrollment counselors may not be employees of, or affiliated with any active insurance providers. The enrollment counselors may not use high pressure sales tactics or steer employees to any benefits.
 3. Printed confirmation shall be made available to employees upon completion of the enrollment meeting.
 4. The administrator shall provide a call center to assist employees, retirees and COBRA participants during open enrollment. Call center shall be available 7 AM – 7 PM (EST), Monday through Friday.
- D. During Open Enrollment using the Virtual platform, Administrators shall provide the below:
1. A communication platform to help during open enrollment
 - a. Be able to send out notifications to all employees through text, voicemail and e-mail.
 - b. Employees will be given the ability to schedule appointments with a Benefit Advisor.
 - c. Employees will use the Virtual platform & tools to enroll into their benefits.
 - d. The Administrator will provide Bi-lingual options and support to each employee.

IV. BENEFIT ADVOCACY

- A. The Administrator must provide a Benefit Advocacy service for all employees. This service would allow all employees to have a single point of communication regarding every benefit provided. Help answer questions, schedule doctor appointments, resolve prescription drug or medical service billing issues.
 - 1. Personal Assistance – Find a doctor or specialist, coordinate referral or pre-authorizations & arrange second opinions.
 - 2. Benefits Education – Review your specific needs and situation and discuss what options you have while also supporting employees during Open Enrollment.
 - 3. Prescription Assistance – Setup mail order RX, obtain authorization for specialty drugs, and assist with generic versus brand-name choices.
 - 4. Clinical Advocacy – Provide a comprehensive review of diagnosis & treatment plans. Explain what to expect for procedures, review and coach based on results of health risk assessments.
 - 5. Billing & Claims – Research billing issues, coordinate with carriers and providers and contact providers regarding balance bills.
 - 6. Appeals – Review the request and explain outcomes to the employees. Write the appeal letter and track the process to update the employee.
 - 7. Healthcare Transparency – Personalized procedural cost and qualifying reports for employees searching for the best option of care. Explain to employees about out-of-pocket costs and any further concerns they may have.

V. ONLINE ENROLLMENT

- A. The Administrator must provide a secure online benefits enrollment system. The system shall include the following:
 - 1. Paperless Option
 - 2. Scheduling platform and tools
 - 3. Bi-Lingual Enrollment Support
 - 4. Ability to schedule appointments with advisors
 - 5. On-going Enrollment
 - 6. Employee Resource Center
 - 7. Benefits Guide
 - 8. 24/7 Secure web access
 - 9. Data Interface ability
- B. The Administrator must also provide consulting and a dedicated technical support team for online benefit enrollment.

VI. BROKERAGE SERVICES

- A. The Administrator is responsible for monitoring and assessing 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 MCSD immediately, in writing.
- B. The Administrator will act as the Broker for MCSD and secure quotes through direct negotiation with providers. The Administrator will also review master agreements and/or contracts with the providers and maintain copies.

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- C. The following will be (and are currently) offered to participants:
 - 1. Medical/Health
 - 2. Dental
 - 3. Vision
 - 4. Term Life
 - 5. Critical Illness
 - 6. Short- and Long-Term Disability
 - 7. Whole Life
 - 8. Universal Life
 - 9. Cancer
 - 10. Accident
 - 11. Flexible Spending Accounts (Health and Dependent Care)
- D. MCSD has the final review and approval for all products offered to participants, MCSD reserves the right to increase or decrease the number or types of products offered.
- E. No proposal will be accepted by the School Board where coverage is provided by a person or organization which is not rated at least "A-" by A.M. Best. If a proposal is made by an organization not rated by A.M. Best, it will only be considered if the organization:
 - 1. Has, as of the date the proposal is submitted, been successfully operating for a minimum of five (5) consecutive years; and
 - 2. Submits with its proposal its last audited financial statement issued by a certified public accountant, dated no earlier than eighteen (18) months prior to the proposal date.

VII. ACCOUNT MAINTENANCE/CONTINUING SUPPORT

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

VIII. ACCOUNT MANAGER QUALIFICATIONS

- A. The Account Manager must have five (5) years' experience in servicing similar accounts (to MCSD).
- 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.
- D. Administrator shall provide toll free access to administrative contacts from 7 AM to 5 PM (EST), Monday through Friday (excluding holidays). Before the end of the first quarter, the Administrator shall provide an on-site review of the results of the most recent plan year and recommend potential changes.

IX. DATA FORMATS

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- A. The Administrator must establish and test all data exchanges 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 the Benefits Administration system. The data must be tested and approved by MCSD prior to open enrollment.
- B. Data formats shall be in an agreed upon format and frequency with MCSD. The secure data exchange shall include accurate eligibility and payroll information (incoming and outgoing). Data exchanges with Insurance companies must also be in an agreed upon format with MCSD.
- C. Data must be backed up on a daily basis and stored in a safe, climate-controlled environment. The administrator shall have a disaster recovery plan (including off-site locations) in the event a disaster impacts the data system and call center.
- D. All employee and customer data must comply with HIPAA mandates.
- E. Upon termination of the Agreement, the Administrator shall provide to School Board copies of all data required to facilitate a smooth transition to a new administrator. Such data shall be made available to School Board within thirty (30) days of Administrator's receipt of notice of termination of the Agreement.

X. DEDUCTION MANAGEMENT SERVICES

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

XI. FLEXIBLE SPENDING ACCOUNTS

- A. The Administrator is responsible for creating, maintaining and publishing all FSA forms, booklets and brochures. Participants shall have 24/7 access through a website maintained by the Administrator. The following reimbursement methods for FSA claims shall be utilized:
 - 1. Debit card, issued daily (medical FSA only)
 - 2. Checks and/or direct deposit, shall be issued promptly
- B. Administrator shall accept claim reimbursement requests via card transmission at 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.
- C. FSA account statements shall be available online and year-round phone support is required. Following the close of plan year, forfeiture reports will be provided.
 - 1. Current numbers of participants include 30 participating in health care and 10 participating in dependent care programs.

XII. COBRA and RETIREMENT BENEFITS

- A. It shall be understood and agreed that the following services shall be provided in accordance with applicable federal regulations and Florida laws. 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 the legislative changes will be implemented.

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B. The Administrator shall provide comprehensive COBRA services for the Medical, Dental, and Vision 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 coupon booklets 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

C. The Administrator shall provide comprehensive Retiree services including billing for the Dental, and Vision, 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 coupon booklets 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.

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

XIII. PROPOSALS

- A. **Proposals must include the following information/documentation, and should be tabbed according to the list below:**

1. Part 1: Agency/Company Profile

- a. Provide information about your company, both corporate and branch, from which services will be performed.
 - i. What year was your firm established in its current form?
 - ii. Describe any mergers or acquisitions in the last five years?
 - iii. Indicate the corporate office location and the location from which MCSD account will be serviced. Indicate if multiple offices will be involved in servicing MCSD and to what extent. Include the name of key account personnel and their home office location.
 - iv. 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.
 - v. 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 MCSD account.
 - vi. What is your firm’s premium volume in the State of Florida for the insurance products requested within this RFP?

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Premium Volume by:	Company	Servicing Branch
Medical/Health		
Dental		
Vision		
Term Life		
Short Term Disability		
Long Term Disability		
Cancer		
Accident		
Critical Illness		

- vii. What percent of the premium volume in question six is from government entities?
- viii. How many government entities in the State of Florida does your firm service? How many are services through the servicing branch office?
- ix. 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.
- x. 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.
- xi. 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.
- xii. Provide the above information for any subcontractors or TPA’s that you may intend to use to service the MCSD 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”.
- xiii. Describe any related additional services available to MCSD that may not have been specifically requested.
- xiv. Provide reference from clients receiving comparable services as requested (Appendix B) and preferably from government or education. List similar projects, with completion dates showing experience. Attach additional sheets as needed.

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- xv. What continuing education is provided to the agency's staff?
 - xvi. What is the process for resolving customer complaints/issues?
 - xvii. What type of technical or professional support is available (at no additional cost) to MCSD?
 - xviii. What is your disaster recovery plan? Address how the company will service the account in the event of a disaster.
- b. Exhibits for PART 1:
- i. Personal Bio: Corporate Officers/Senior Partnership/Ownership/Organizational Chart
 - ii. Florida Business License/Professional Licensing
 - iii. Specimen Insurance Certificate
 - iv. Documentation for Sub-Contractors/TPA's
 - v. References from Clients. Proposers should provide at least four (4) references for which similar coverage and services have been provided in the past three (3) years. References from other public agencies in Madison County, or from similarly sized Florida school districts are preferred.

2. PART 2: AGENT/TEAM QUALIFICATIONS

- a. Provide information about key personnel that will be responsible for the School Board account.
- i. List the primary agent(s) and key support team members including subcontractors/TPAs and the roles each will play in supporting MCSD account.
 - ii. 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.
 - iii. Describe the Agent's experience with each of the insurance products discussed within this RFP, specifically in Florida group insurance.
 - iv. Describe the Agent's experience with government entities within Florida and specifically Florida school districts.
 - v. Describe at least three proactive events in which the Agent's actions, negotiation skills or recommendation lead to cost savings for their client.
 - vi. Describe your approach to staying ahead of market trends, carrier initiatives and regulatory updates.
- b. Exhibits for PART 2:
- i. Resume of Agent and Team

3. PART 3: Market Access/Experience/Service

- a. Provide information about access to carriers and experience with each.
 - i. Describe what factors you consider determining when you would recommend a renewal, or when would you solicit competitive proposals?
 - ii. 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 of combining products to achieve the lowest possible cost.
 - iii. Describe your strategy to negotiate with various carriers.
 - iv. How do you monitor the performance of insurance providers, in order to ensure the provider can meet the obligation to MCSD. What is the notification process to MCSD if a provider has fallen below the acceptable financial rating?
 - v. Describe how your firm will provide the implementation, data exchange and data management services outlined in the Scope of Services.
 - vi. Describe in detail your service plan for the District including how you will handle the annual renewal process, communications and open enrollment services.
 - vii. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for further automation of the benefit process.
 - viii. Do you have online enrollment, if yes, describe your online enrollment process.
 - ix. 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.
 - x. Describe how your firm will handle the deduction management services as outlined in the Scope of Services.

4. PART 4: COBRA/Retiree/FSA Administrative Capabilities

- a. Provide information about your capabilities to provide COBRA/FSA administration.
 - i. Describe your capabilities to provide COBRA administration, Include as a minimum the following:

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- a. How many years have you provided COBRA administration?
 - b. How many clients are you currently providing COBRA administration for?
 - c. How many employees 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?
- ii. Describe your abilities to provide Section 125 Flexible Spending Administration. If you subcontract this out provide the name and information for your subcontract. 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.
- iii. 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 for?
 - c. How many employees 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?
- iv. Do you provide debit cards for medical FSA participants? Include the cost, additional card process (if applicable) and card provider information.
- v. What percentage of claims is auto substantiated? What is your substantiation process?
- vi. Please provide sample claim forms, education materials and account statements.

5. Part 5: Insurance Requirements

- a. Proposers must provide evidence of insurability with the following minimum coverages:
 - i. Comprehensive General Liability – with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000. The awarded Administrator will need to provide a certificate of insurance prior to execution of the Agreement naming “The School Board of Madison County, Florida” as an additional insured.
 - ii. Professional (errors and omissions) liability policy in the amount of not less than \$2,000,000 covering employees, agents or representatives who provide services to the Madison County School District
 - iii. A fidelity bond in the amount of not less than \$1,000,000 covering those employees or agents who handle or have direct access to monies in the Plan.

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- b. All policies required by this section shall contain cancellation endorsements providing the School Board with at least sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal or reduction. Modification of insurance coverage resulting in the reduction of coverage limits to amounts lower than those required by this section without written authorization from School Board shall constitute grounds for termination of the Agreement for cause.

6. Part 6: All signature pages from the bid documents, signed and notarized (if required).

7. Part 7: Include a sample commission statement of similarly brokered products as the School Board of Madison County offers.

XIV. SELECTION PROCESS

- A. 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.** After thoroughly reading and reviewing this RFP, each 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 of Committee members for the evaluation criteria will be added together for a gross total. This total for each Proposer will determine the order of the Proposer's ranking.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Agency/Company Profile & References	20
Agent/Team Qualifications	20
Market Access/Experience/Service	25
COBRA/FSA Administrative Capabilities	25
Price	10
TOTAL POINTS	100

- B. The failure of any firm to provide detailed information regarding proposal elements described in the above section may result in the reduction of points in the evaluation process. The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria above.

XV. AWARD

- A. 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.

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- B. 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 or policy document. An Agreement in a form acceptable to MCSD Legal Counsel shall be prepared for execution by the awarded Administrator and the School Board of Madison County, Florida, governed by the laws of the State of Florida. 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. Upon successful execution, the Agreement will be submitted to the School Board for final approval. Approval shall not be a guarantee of business, a guarantee of specified volume of service, or minimum dollar revenue to be received throughout the term of the Agreement.
- C. The award will not be based solely on economics, but rather an evaluation of all aspects of the proposal.

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REFERENCE FORM – (APPENDIX B)

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

Reference # 1

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Authorized Representative's Signature _____ Date: _____

Name (Printed) and Title: _____

D. Exceptions

1. Application of local preference in no way prohibits the right of the agency to compare the quality of goods/materials proposed, type of service, overall proposal, qualifications of those submitting bids/proposals.

2. Further, local preference in no way prohibits the right of the District to apply other rankings for other geographic requirements (response time, knowledge of SREF, knowledge of city/county building requirements/codes, etc. District staff and bid committee members are to evaluate the bid, quote, proposal or response and select based on the best value/best interest of the agency with options provided in proposals, etc.

3. The Board reserves the right to withhold application of local preference if in the best interests of the District or where the application of preference would conflict with a statute, administrative rule, or the terms of any grant funding of the purchase or contract.

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GENERAL INFORMATION

A. INTRODUCTION

The School Board of Madison County, Florida, hereinafter referred to as the “School Board” will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS RFP 2024-04		
DATE:	TIME (EST):	ACTION:
April 3, 2024	11:00 AM	Release Solicitation
April 3-6, 2024	Publication	Notice of Solicitation /Bid Opening
April 10, 2024	2:00 PM	Last day for submission of written questions to MCSD
April 15, 2024	2:00 PM	Last day for MCSD to post answers to questions
April 29, 2024	2:00 PM	Applications due to District Office
May 2, 2024	TBD	Bid Interviews (if needed, determined by committee at opening)
May 6, 2024	6:00 PM	Recommendation to Board Intent to Award
May 20, 2024	6:00 PM	Final Award at Board Meeting

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C. SUBMISSION REQUIREMENTS

Proposals must be submitted in hard copy to Mrs. Tracie Truesdale. Electronic or email proposals will not be accepted.

The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer. The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

The proposal package must be submitted no later than the date / time provided in the bid calendar.

D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

E. CONDITIONS AND LIMITATIONS

a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Madison County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.

h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.

i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at

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any time for any reasons, upon giving thirty (30) days prior written notice to the other party.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

F. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Madison County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS MUST BE SUBMITTED IN HARD COPY TO: Mrs. Tracie Truesdale at 210 NE Duval Ave., Madison, FL 32340**

Electronic copy or email proposals will not be accepted. Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.

- c) **Receipt of Proposals:** The Finance Department / Purchasing Specialist is not responsible for timely submission of proposals. The Respondent is responsible to allow adequate time ensuring confirmation of submission is received by the specified due date and time.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

i) Completed and signed **Invitation Package**

ii) Completed **Proposal** form(s)

iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Electronic, facsimile (FAX), or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity unit price. When a total group price of two or more distinct items is requested, the Finance Department / Purchasing Specialist reserves the right to verify mathematical

extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

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2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to the point of contact for this solicitation. The Finance Department / Purchasing Specialist will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Finance Department / Purchasing Specialist by e-mail prior to the “Last Day for Submission of Written Questions” period listed on the Calendar of Events. Vendors are encouraged to visit www.madison.k12.fl.us under Bids to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.madison.k12.fl.us under Bids frequently for an updated list of issued addenda)

- A listing of solicitations scheduled for award

- Historical solicitation award information

- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Finance Department / Purchasing Specialist after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The Finance Department / Purchasing Specialist reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Finance

Department / Purchasing Specialist expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF RECORD

INFORMATION: Record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to a Request for Proposal, or to perform under a contract already awarded to them. Vendors are hereby notified that any such record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT:

The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

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11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST: Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by posting on www.madison.k12.fl.us under Bids**. Verbal responses to respondents' questions do not constitute an *official response*

unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Electronic, telegraph, facsimile, or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Finance Department / Purchasing Specialist reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The Finance Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

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- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days

have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Finance Department / Purchasing Specialist shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the Finance Department / Purchasing Specialist or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Finance Department / Purchasing Specialist's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Finance Department / Purchasing Specialist (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Finance Department / Purchasing Specialist will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may

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be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- ï Size of firm
- ï District's past experience with firm
- ï Financial status of firm
- ï Capabilities of Management and Technical staff
- ï Labor relations
- ï Internal procedures of the firm
- ï Capacity of the firm
- ï Bonding capacity
- ï Reputation of firm among its peers
- ï Customer references
- ï Service after the sale
- ï Facilities and reserve facilities
- ï Location of firm
- ï Location of service facilities
- ï Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Finance Department / Purchasing Specialist, a *Notice of Intent to Award* will be posted on www.madisonk12.fl.us under Bids. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular

posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Finance Department / Purchasing Specialist will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Madison County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.madisonk12.fl.us under School Board public Board Docs. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Finance Department / Purchasing Specialist at the time of filing the formal written protest, a bond payable to the Madison County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding in Madison County Florida. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Finance Department / Purchasing Specialist. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the Finance Department / Purchasing Specialist will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take

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no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned equipment*" or "*blemis or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees

of its subcontractors. Standards of Conduct are located at www.madison.k12.fl.us under Departments under Human Capital.

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Finance Department / Purchasing Specialist and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- ï Received complete or substantially complete;
- ï Inspected and found to comply with all specifications and be free of damage or defect;
- ï Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original

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copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed two one (1) renewals. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSD. Further, renewal of this contract is contingent upon a determination by the MCSD that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Madison County School District designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321,

1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: 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 executive or legislative branch concerning any aspect of this solicitation, except in writing to the purchasing specialist or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

52. E-VERIFY Beginning January 1, 2021, all contractors doing business with the Madison County School District shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

**RFP 2024-04 – Employee Medical/Health Benefits, Section 125, and Voluntary Benefits
Administrator, Broker and Consultant**

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.madison.k12.fl.us under Bids.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Date: _____
Applicant's Signature

**RFP 2024-04 – Employee Medical/Health Benefits, Section 125, and Voluntary Benefits
Administrator, Broker and Consultant**

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please send email notice to Mrs. Tracie Truesdale at tracie.truesdale@mcsbfl.us. Thank you.

School Board of Madison County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your “Bidder’s List”.
- ☐ Other (specify below).

REMARKS: _____

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the Bidder’s List of the School Board of Madison County, FL.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

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Administrator, Broker and Consultant**

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Madison County School District projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Madison County School District projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

Date

Printed Name

**RFP 2024-04 – Employee Medical/Health Benefits, Section 125, and Voluntary Benefits
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DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By

Authorized Signature/Contractor _____

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

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Administrator, Broker and Consultant**

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, 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 proposal 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 proposals will be followed if none of the tie vendors have a drug-free workplace program. **See Drug Free Workplace Form for qualifications.**

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Administrator, Broker and Consultant**

NON-COLLUSION AFFIDAVIT

I, _____ of the _____
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the proposal for the
project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Madison County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Authorized Representative

Date

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, ___being personally known, ___or having produced _____
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

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PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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Administrator, Broker and Consultant**

**MADISON COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: _____

Nature of services presently being offered to School District: _____

2) (CHECK ONE BOX) ☐ I have (OR) ☐ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Madison County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

3) (CHECK ONE BOX) ☐ I have (OR) ☐ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Madison County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Madison County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. **I hereby agree to keep the School District of Madison County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.**

Date

(Signature of Authorized Representative)

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,

☐ being personally known or ☐ having produced _____ as identification,

and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____

_____ 20____.

NOTARY PUBLIC

My commission expires:

RFP 2024-04 – Employee Medical/Health Benefits, Section 125, and Voluntary Benefits
Administrator, Broker and Consultant

DRIIG FREE WORKPLACE FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																						
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																							
	2 Business name/disregarded entity name, if different from above																																																																							
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																																							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																																						
	6 City, state, and ZIP code																																																																							
	7 List account number(s) here (optional)																																																																							
<hr/> Part I Taxpayer Identification Number (TIN) <hr/>																																																																								
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																																								
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<p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																																								
<hr/> <table style="width: 100%;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 25%;">Date ▶</td></tr></table> <hr/>			Sign Here	Signature of U.S. person ▶	Date ▶																																																																			
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<hr/> General Instructions <hr/>																																																																								
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																																																																								

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Administrator, Broker and Consultant**

Vendor Name: _____
Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____

**RFP 2024-04 – Employee Medical/Health Benefits, Section 125, and Voluntary Benefits
Administrator, Broker and Consultant**

THE DISTRICT SCHOOL BOARD OF MADISON COUNTY, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the Madison County School District to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The Madison County School District requires all vendors who are awarded contracts with the District to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
☐ being personally known or ☐ having produced _____ as identification,
and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

Commission expires:

STAMP/SEAL